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# **BUSINESS and FINANCIAL MANAGEMENT**

## **7.1—FISCAL YEAR/INVENTORY**

The District's fiscal year shall begin July 1 and end on the following June 30.

EA- It shall be the policy of the GCT School District to provide for the best possible management system for the schools. The responsibility for management is delegated to the superintendent of schools. Proper operation and management and establishing proper procedures for the organization of the following are expected: 1) buildings and grounds, 2) equipment and supplies, 3) student transportation, 4) food service, 5) insurance, 6) safety, and 7) security.

The board of education shall prescribe necessary regulations for the keeping of accounts and fiscal records and the making of reports by all under the board's jurisdiction who are charged with such responsibility.

Prescribed regulations shall be consistent of the State Board of Education and with directives issued by the Division of Legislative Audit. Said account and fiscal records shall be available during normal business hours for inspection by the public. They shall be preserved for such period of time, not in excess of (7) years, or as required by the state. The superintendent shall develop specific procedures to assure that accounting practices throughout the district are consistent with generally accepted accounting procedures.

The district treasurer shall present monthly financial statements to the board, which shall show receipt of funds, source of funds, disbursement and such other information as may be required by the Board.

### **INVENTORY**

The board of Education directs that all fixed assets be inventoried and an up to date record maintained in the central office and each building's principal's office. An inventory audit shall be made annually and shall be as comprehensive as deemed necessary to assure that all fixed assets are properly accounted for.

The board of education shall annually have its records and accounts audited, either by the state (Legislative Audit personnel), or a certified public accountant. A copy of audits performed by the state/or certified accountant shall file with the Division of Legislative Audit. The division of legislative audit shall also audit all the records and accounts of the school district as deemed necessary.

The board of education shall review the audit report at the next regularly scheduled meeting if the audit report is received by the board within ten (10) days before the regularly scheduled meeting. The audit report shall be reviewed at the next regularly scheduled meeting after the ten (10) day period. The board of education shall take appropriate action relating to each finding and recommendation contained in the audit report. The minutes of the board shall document the annual review of the findings and recommendations presented by Legislative Audit.

Legal Reference: A.C.A. § 6-20-410  
(Includes old school board policies EA, DI, DIA, DIB, DIC, DID, DA)

Date Adopted: February 20, 1987

Last Revised: May 21, 2009

## **7.2—ANNUAL OPERATING BUDGET /REVENUES**

**Page 1**

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

### **REVENUES**

Funds to operate the School District will be derived from a variety of sources which includes local tax revenues, state aid, and federal aid. These revenues shall be used in the most effective manner to provide the best possible programs for the students. The district receives funds from the state as provided by the most current Arkansas Law provided by the legislature. The district shall participate in federal aid programs which provide direct educational auxiliary services or opportunities for students enrolled in the schools. In order to provide the best educational opportunities possible for the students of the district, it shall be the objective of the board to seek as many sources of revenue as possible to supplement the funds provided through local taxation and aid offered by state and federal sources.

### **FEDERAL AID REVENUES**

The district shall participate in federal aid programs which provide direct educational auxiliary services or opportunities to students enrolled in the schools. All applications for federal aid and federal special grants shall be prepared by the district federal program coordinator and submitted to the superintendent of schools for his/her approval and recommendation to the school board for approval.

### **REVENUES FROM DAMAGES**

The board of education is empowered to recover damages from parents of minors who maliciously or willfully destroy school property.

### **STUDENT FEES, FINES AND CHARGES**

It shall be the responsibility of the superintendent to work with the principals in formulating the necessary controls and bookkeeping procedures, to assure the monies are bring correctly handled. Parents and students will be advised of charges at the beginning of each school year.

### **INVESTMENT EARNINGS**

The Superintendent has the authority and duty to invest surplus monies as they become available. Interest earned on investments shall be deposited in the respective fund of the investment.

### **BOND SALES**

The board of education may issue negotiable bonds for such proposes as deemed necessary up to the limit as provided by law. The bonds shall be issued in such for as the Board may prescribe and sold to the highest bidder at public sale. Advertisement for the sale of such bonds shall be published in at least one newspaper published in the county. The publication of notice of sale shall be published weekly, commencing at least 20 days before the date of the sale, and by such other advertisements as the board and of education deem advisable. At any time after receiving bids on the bonds, all bids

may be rejected and bonds re-advertised. All school bonds sold shall be sold only for case on the delivery of the bonds. The delivery of such bonds and transaction of sale shall be in accordance with statutory provisions.

**REFUNDING BONDS**

Subject to the approval of the state board of education, the district board of education may issue refunding bonds at higher interest rates that may result in substantial savings in total principal and interest payments.

The school district is authorized to sell bonds in an amount not to exceed an amount equal to the principal amount of the bonds refunded as originally issued for the purposes of refunding all or any part of its bonded indebtedness outstanding; at the time. Such bonds maybe be sold with the privilege conversion as provided in the policy.

**DEPOSITORY OF FUNDS**

General deposits of school funds in banks shall be secured by bonds of the US, or bonds of the State of Arkansas, or by bonds of a political subdivision thereof which has never defaulted on any of its obligations, in an amount at least equal to the amount of such deposit, or by a bond executed by a surety company authorized to do business in the State of Arkansas: such and selected by the board of education cannot secure the school funds as stated above, the bank shall be authorized to accept the school funds as a preferred deposit, and in the event of insolvency such preferred deposit shall be paid in full before other bank deposits are paid.

**BOND SALES**

The Greene County Tech School District will prescribe to the bond sales as delineated in the state law. The board of education may exercise its option to refund any issue with the intent of refinancing existing bonds at a lower interest rate resulting in a financial gain of the district. Refunding of all indebtedness will be in compliance with state laws.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Arkansas Department of Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The District Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the District monthly to the Board.

The Superintendent shall formulate a tentative budget for the school year beginning July 1, and twelve months hence after a sufficient work session with the supervisor of each budgeted area.

The board shall prepare and publish the district’s budget for the ensuring year in accordance with Arkansas Code 6-13-622.

The board shall consider, modify, and adopt the budget in time for it to be published sixty (60) days prior to the annual school election. This budget shall list the expected sources of revenue and the allotment of funds to various educational services. It shall also state the amount of local tax needed and the millage required to support the budget.

The legal voters of the district shall approve or disapprove the proposed budget at the annual school election by voting for or against the millage suggested. Not later than July 1, after the adoption of the tentative budget and its approval by the voters at the school election, the board shall make any necessary modifications in the budget and adopt the working budget to be filed with the State Department of Education by Sept. 30 for review and approval. The budget, so modified and adopted, shall be considered as a controlled spending plan for the ensuing year, subject to revision from time to time by the board. The superintendent is authorized to make expenditures and commitments in accordance with adopted budget and harmony with specifications of the board and administrative plans, which have been approved by the board. The board shall not encumber funds in excess of anticipated revenues and reserves. The budget shall be reconciled monthly, and monthly financial reports shall be made by the District Treasurer. No warrant issued after October 1 of a current fiscal year against the funds of the district shall be valid unless the budget has been submitted to the state board of education for approval. No warrant issued after November 1 shall be valid unless the budget has been approved and filed.

Any changes made to the budget shall be in accordance with District policy and state law.

The board of education authorizes the Superintendent to reconcile/and or to recommend changes in the budget during the fiscal year provided a deficit is not incurred by such changes and the schools are operated for the minimum term according to the rules and regulations set forth by the State Board of Education.

**DEBT LIMITATION**

The current and bonded indebtedness of the School District shall be limited as follows:

**CURRENT INDEBTENESS:**

The board of education shall borrow such funds as are necessary in order to provide funds for operation in such amount that the maximum non-bonded indebtedness of their School District so incurred shall not be greater than the maximum non-bonded indebtedness of the district was at any time during the preceding year.

In cases of emergency as provided by law, the State Board of Education may grant special permission to the district to incur current indebtedness. For acquiring a building site, building or equipping a new school building, repairing, making additions to, or equipping a present school building, or purchasing new or used school buses or refurbishing school buses, any school district of the State of Arkansas is authorized to borrow money and issue negotiable bonds for the repayment thereof from school funds to an amount which, together with bonded indebtedness of the district outstanding at the time of the issuance shall not exceed twenty-two percent (22%) of the sum of the then assessed valuation of the real and personal property in the district as shown by the last county assessment, and an equivalent assessed valued computed as follows: Average of total annual receipts from federal forest reserve, flood control, and mineral leasing turn back received by the district in lieu of taxes for the three (3) immediately preceding years divided by forty (40) mills. However, if the state board of education shall determine that any school district is unable, due to unexpected, unforeseen, or extreme hardship, to finance needed school facilities because of the limitation imposed above on the borrowing power of the district, the board may permit the district upon application therefore, to increase its total indebtedness to such amount may be approved by the board, but not to exceed twenty-five percent

(25%) of the then assessed valuation of the real and personal property in the district as shown by the last county assessment, and equivalent assessed value computed as follows; the average of total annual receipts from federal forest reserve, flood control, mineral leasing, and payments in lieu of taxes from industries or other sources covered by the three (3) immediately preceding years divided by forty (40) mills.

**POST DATED WARRANTS**

The Greene County Tech School District may issue post-dated warrants for the following purposes: 1) purchase of school buses, 2) payment of premiums on insurance policies on school buildings and equipment in instances where the coverage extends three (3) years or longer. 3) purchase of equipment, 4) repair and renovation of school facilities, 5) payment of the district’s pro-rata part of employing professional appraiser as authorized by laws providing for the appraisal, or reappraisal, and assessment for ad valorem tax purposes.

**ELECTRONIC WARRANT TRANSFER**

The school district shall accept distributions of funds from the state by the electronic warrants transfer system. The funds shall be distributed to the school district treasurer.

Legal References:     A.C.A. § 6-13-701 (e) (3)  
                              A.C.A. § 6-20-2202

(Includes old school board policies JS, DE, DF, DCH, DCI, DCC, DCB, DC, DFB, FFD, DFBA, DFCA, DFC, DFD, DFDA, DFJA, DFL, DG, JS, FFA)

Date Adopted: November 18, 1999  
Last Revised: May 2013



### 7.3—MILLAGE RATE

At least sixty (60) days in advance of the school election when the electors shall determine the annual ad valorem property tax for the District, the Board shall publish at least one time in some newspaper published or having a bona fide circulation in the county<sup>1</sup> where the district's property lies the District's proposed budget, which shall include a millage rate sufficient to provide the funds necessary for the District's operation.

The District shall file with the county clerk of the county where the District is administratively domiciled the language required to submit the rate of tax for the District to the voters during the annual school election as soon as that language becomes available but no later than:

- Seventy-two (72) days before the annual school election in odd years and even years when the governor appears on the ballot at the general election; and
- eighty-nine (89) days before the annual school election in even years when the President of the United States appears on the ballot at the general election

Note: <sup>1</sup> If your district lies in more than one county, you are required to publish the budget in a newspaper that is published or has a general circulation in the county where the district is administered.

Legal References:     A.C.A. § 6-13-622  
                              A.C.A. § 6-14-111

Arkansas Constitution: Article 14 Section 3

(Includes old school board polices DF

Date Adopted: November 19, 1993  
Last Revised: June 2012, April 2020, May 2023

## **7.4—GRANTS AND SPECIAL FUNDING**

The Superintendent or his/her designee may apply for grants or special funding for the District. Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

The superintendent or his/her designee shall develop procedures governing the procurement, use, management, and disposal of goods, materials, and equipment purchased with federal grant funds. At a minimum, the procedures will cover the following topics.

ensuring that expenditures of federal grant funds are done in accordance with the requirements placed on those funds by the federal government and/or the procurement requirements specified in Policy 7.5; labeling all goods, materials, and equipment purchased with federal funds; establishing adequate controls to account for their location, custody, and security; annually auditing the inventory of equipment purchased with Title I funds and updating a listing of such equipment to reconcile the audit with the district's inventory system. The audit will be documented and account for any transfers and/or disposals of equipment purchased with Title I funds.

Legal References: 34CFR80.3 through 80.52

Note: While this policy deals with the use of federal funds, considering the pulse of the legislature and the duties and responsibilities of legislative audit, it would be prudent to apply this policy to all district purchases of over \$1000. We suggest differentiating items purchased with federal funds from non-federal fund items. This could be done, for example, by using a different beginning or ending number sequence. This would help flag items falling under the requirements of this policy to help ensure compliance.

Date Adopted: May 21, 2009

Last Revised: August, 16, 2012

## 7.5—PURCHASES OF COMMODITIES AND PROCUREMENT

### Page 1

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

The procedures noted below are given so that the technical and legal requirements for purchasing materials, supplies and equipment can be easily understood and followed.

#### DEFINITIONS

**SUPPLIES:** - Items purchased that have a life expectancy of a year or less and a value of less than \$1,000

**EQUIPMENT:** An item with a value of over \$1,000 that also:

Retains its original shape, appearance, and/or character with use.

Does not lose its identity through fabrication or incorporation into a different or more complex unit or substance (for example, it is not a bus transmission, computer, keyboard or software)

It is un-expendable. That is most of the time, if the item is damaged or some of its parts are lost or worn out, it is more feasible to repair the item than replace it with an entirely new unit.

Under normal conditions of use, can be expected to serve its principal purpose for more than one year.

**OPEN MARKET:** Shall mean those purchases of commodities by any purchasing official in which competitive bidding is not required.

**CAPITAL IMPROVEMENT PROJECT:** An improvement of buildings or grounds in which labor is necessary.

**SEALED BID:** A bid delivered to the District in a sealed envelope and marked as such. It is not to be opened until the announced date.

“**COMMODITIES**” are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

“**Micro-purchases**” are purchases with a value of less than:

- Ten thousand dollars (\$10,000) when purchased with Federal funds; or
- The State bid purchase threshold for purchases for the District’s child nutrition programs when purchased with Federal funds.

The superintendent shall develop procedures for the procurement of micro-purchases that provide for the distribution of purchases between eligible vendors to the extent possible.

**PROFESSIONAL SERVICES:** are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.

## 7.5—PURCHASES OF COMMODITIES AND PROCUREMENT

Page 2

**PURCHASE PRICE:** The full sale or bid price of any commodity without any allowance for trade-in and including sales tax, shipping, handling, etc.

**PARCEL:** To divide a purchase into smaller parts for the purpose of evading the legal requirements of bidding.

“**SPECIFICATIONS**” means a technical description or other description of the physical and/or functional characteristics of a commodity.

“State bid purchase threshold” means the purchase threshold amount set in A.C.A. § 6-21-304 and updated by Commissioner’s Memo that requires District purchases be through the District’s formal purchase procedures, such as sealed bids.

The Superintendent of School shall establish a system to provide all employees with the procedures and forms necessary for the normal requisition and purchase of supplies needed for the operation of the schools. The system shall provide an orderly and systematic method of obtaining supplies by a school employee. Principals and supervisors are also given responsibility to make necessary purchases under the direction of the Superintendent.

Through the budgeting process, certain monies are allocated for expenditures. Those principals and supervisors responsible for allocated budgets are expected to not exceed the amount that is budgeted. Should funds be depleted from an account, approval for additional expenditures must be obtained from the Superintendent before any additional purchases are made.

Principals and supervisors are expected to follow all policies and procedures of the District concerning purchasing. They are to submit on approved District forms (such as purchase orders) all purchases, with their signature of approval, to the Superintendent of Schools. District monies may not be used unless this procedure is followed. Other non-budgeted District accounts such as activity accounts or similar accounts or funds must adhere to the same policies and procedures that budgeted accounts follow.

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response.<sup>4</sup> The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

**REQUISITIONS/PURCHASING:**

Employees of the district will observe the following procedures to obtain supply items:

A purchase requisition should be made by the person needing supplies. This requisition shall be complete with the prices of items and passed to the building principal for approval. Then it will be passed to the purchasing agent in the building to type in a purchase order.

The purchase order will be authorized by the District Treasurer for items under \$500.00 or by the Superintendent of Schools for items above \$500.00

Once the purchase order is signed in the central office it will be returned to the building. The person completing the request should then order the requested supplies.

No payment will be made until all items have been received and delivered.

All expenditures incurred by the school district shall have the approval of the Ex-Officio Financial Secretary of the Board and shall represent the Board in these matters. Any obligation assumed without this approval shall become the personal responsibility of the person making the purchase.

Purchases of commodities with a purchase price of more than \$24,800.00 require prior Board approval, unless an emergency exists in which case the Superintendent may waive this requirement.

**SOLICITING BIDS:** Competitive bids and quotations shall be solicited whenever feasible. When competitive bidding, local policies and state laws shall be followed.

The district will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars (\$25,000) with vendors that are on the “excluded parties list” if the contract is to be paid from federal grant funds.<sup>45</sup>

The District shall not knowingly enter into any type of transaction with an individual or entity that performs abortions;; induces abortions;; or provides abortions; or offers or provides abortion referrals. The district shall not engage in a boycott of energy, fossil fuel, firearms, and ammunition industries. The District shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract;

- Includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, and ammunition industries, or
- Offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business; or
- Is for a total potential value of less than seventy-five thousand dollars (\$75,000).

All purchases of commodities with an estimated purchase price that equals or exceeds the micro-purchase threshold or the State bid purchase threshold shall be procured by soliciting bids.<sup>6</sup> Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance,

each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.<sup>7</sup>

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted a statement of the reasons the low bid was not accepted shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

GCT takes steps to assure that small, minority, and women’s business enterprises and labor surplus firms are used when possible.

The District shall provide a preference to Arkansas residents whenever the District is accepting bids to purchase materials and equipment as part of a construction project if:

- a. One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
- b. An Arkansas resident’s bid does not exceed the lowest qualified bid from a nonresident by more than five percent (5%).

If the qualifications for the Arkansas resident preference are met, then the District shall take the lowest bid from an Arkansas resident regardless of whether the Arkansas resident was one of the individuals who requested the preference.

Open market purchases may be made where the purchase price is less than \$24,80000. In each instance in which the purchase price (including tax and without any allowance for trade-in shall equal or exceed \$24,800.00, the commodity shall be procured by soliciting at least two bids. The Superintendent or his/her designee may reject all bids and may purchase the commodity by negotiating a contract. In this latter case, each vendor who submitted a bid shall be notified of this determination and shall be given a reasonable opportunity to negotiate.

In each instance in which a bid other than the lowest bid was accepted, a written explanation shall be placed on file as to why the lowest bid was not accepted. Phone bids may be accepted, but they must contain the following information:

The specifications of the commodity upon which bids are being solicited.

The name of the vendor.

The date of the telephone call.

The time of the telephone call.

The name of the person submitting the bid by telephone.

The name of the Greece County Tech Official receiving the bid by telephone.

No Greene County Tech Official shall parcel or split any item or items with the intent or purpose of enabling the purchase to be made under a less restrictive procedure. An effort will be made to include local firms in the solicitation of bids.

The following commodities may be purchased with state funds without soliciting bids provided that the purchasing official<sup>8</sup> determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of the written determination is attached to the purchase order:

1. Commodities in instances of an unforeseen and unavoidable emergency;
2. Commodities available only from the federal government;
3. Utility services;
4. Used equipment and machinery;<sup>9</sup> and
5. Commodities available only from a single source.<sup>10</sup>

Commodity purchases with Federal funds may be purchased without soliciting bids only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or appropriate unit of the Division of Elementary and Secondary Education expressly authorizes the noncompetitive purchase in response to a written request from the District; or
4. After solicitation of a number of sources, competition is determined inadequate.

The District may purchase a new motor vehicle, other than a school bus, without soliciting bids if, at the time of the purchase, the:

- a. Purchase is from a motor vehicle dealer licensed in Arkansas;
- b. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and
- c. Motor vehicle to be purchased is the same make and model motor vehicle as the make and model the fleet price was awarded for by the Office of State Procurement.

Prospective bidders, offerors, or contractors may appeal to the district's superintendent if they believe the district failed to follow district bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

- The initial awarding of the contract; or
- If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be in writing by certified mail and received by the district office, "attention to the superintendent" within seven (7) calendar days following the initial and revocable award of the contract.

If the district receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the district for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- that the contract award has been halted pending resolution of the appeal and could be revoked;

- the reasons for the appeal;
- that the recipient of the letter may respond to the protested issues identified in the appeal;
- the date the decision on the appeal will be made and notification sent;
- that if the appeal is upheld, the bidding process will be re-opened
- that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.<sup>11</sup>

The sole authority to resolve any appeal made relating to this policy shall rest with the superintendent. The superintendent’s decision shall be final and conclusive. In the event the district upholds an appeal, the sole responsibility of the district to the aggrieved bidder(s) shall be the re-opening of the bidding process.

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted a statement of the reasons shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

The contract for the successful bidder shall be deemed as having been awarded when the Board has taken action at a regular or special meeting. The awardees receive formal notice of the awarding of the contract.

Prospective bidders, offerors, or contractors may appeal to the district’s superintendent if they believe the district failed follow district bidding and purchasing policy or state law.

Except when prohibited by law, the District reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria.

The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.

The extended or renewed contract agreement complies with the state of Arkansas’s documentation requirements.

The cost of the extended or renewed contract is the same or less than the original contract.

The extension or renewal is approved by the local school board.

Any commodities purchased by the district through the TAPS program satisfies the bidding requirements.

**Professional Services**

The District does not use a bidding process when procuring professional services. Instead, when the District needs to procure professional services, the District shall:

1. Select three (3) qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:
  - Specialized experience and technical competence of the firm with respect to the type of professional services required;



- Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
  - Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
  - Firm's proximity to and familiarity with the area in which the project is located;
1. Negotiate a contract for the project with the most qualified firm.

When negotiating a contract, the District and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services. If the District is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the District shall negotiate a contract with the next most qualified firm. In the event the District is unable to negotiate a contract with any of the original selected firms, the District shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

The District encourages firms who provide professional services to submit annual statements of qualifications and performance data to the District. The District shall request any additional information as needed for a particular public project.

ASBA strongly recommends that each district keep a record of all requests to be a “bidder.”

**Notes:** <sup>1</sup> The definition of "professional service" contains the entire list of professional services in A.C.A. § 19-11-801 that are automatically removed from the bidding process. The board has the option to add additional professional services to this list with a two-thirds (2/3) vote for each service type to be added. Services that can be added to the list are services that require a firm or individual to hold a valid license specific to perform the type of service in question.

<sup>2</sup> Insert an amount less than the micro-purchase threshold for Federal purchases and the State bid purchase threshold for purchases without Federal funds if your board determines a lesser amount is appropriate.

<sup>3</sup> Your district may elect to employ a “designated agent of the district,” if so, substitute it for “Board.”

<sup>4</sup> ASBA strongly recommends that each district keep a record of all requests to be a “bidder.”

<sup>5</sup> Names of vendors on the excluded parties list can be found at [www.sam.gov](http://www.sam.gov)

<sup>6</sup> For Federal purchases, be sure that your purchasing procedures include the different procedures for micro purchases, small purchase threshold purchases, and formal bids.

## 7.5—PURCHASES OF COMMODITIES AND PROCUREMENT Page 8

In accordance with A.C.A. § 15-4-3804 and 3805, your procedures will need to address how your district intends to ensure that the state goal of at least twenty percent (20%) of the purchases of food products by entities that receive at least twenty-five thousand dollars (\$25,000) of state funds and have a food service program is spent on local farm or food products. More information on what to include in your procedures may be found on page 38 of the USDA document found at [https://fns-prod.azureedge.net/sites/default/files/f2s/F2S\\_Procuring\\_Local\\_Foods\\_Child\\_Nutrition\\_Prog\\_Guide.pdf](https://fns-prod.azureedge.net/sites/default/files/f2s/F2S_Procuring_Local_Foods_Child_Nutrition_Prog_Guide.pdf).

<sup>7</sup> Any commodities purchased by the district through the TAPS program satisfies the state bidding requirements; however, for purchases with Federal funds, districts are required to demonstrate that an effort was made to determine that the taps purchase price is the best price. The verification effort may be demonstrated through an email, fax, letter, or written documentation of a telephone call.

Be aware that A.C.A. § 18-44-503 requires a district or education coop to receive a payment bond in the amount of the contract from a contractor for projects to repair, alter, or erect a public building, structure, or improvement that is in excess of fifty thousand dollars (\$50,000).

<sup>8</sup> This language is required by 2 C.F.R. § 200.321 and the process you will use to provide the preference should be clearly set forth in your purchasing procedures, which must include all of the following:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

<sup>9</sup> This is the school board if specified in this policy (see #<sup>3</sup> above) as the body to approve the purchase of commodities.

<sup>10</sup> Used school buses, over two years old as defined in A.C.A. § 6-21-306(a), are exempt from bidding requirements.

<sup>11</sup> A “sole source justification document” should be attached to the purchase order and maintained in the audit file for all commodities purchased as such. DESE stipulates the following seven (7) criteria that the justification must meet:

- Why the service or product is needed;
- The methods used to determine that a lack of responsible/responsive competition exists for the service or product;
- How it was determined that the provider possesses exclusive capabilities;
- Why the service or product is unique;
- Whether or not there are patent or property rights which make the required service or product unavailable from other sources;
- What the district would do if the provider/service product were no longer available;
- Any program considerations which make the use of a “sole source” critical to the successful completion of the district’s task.

<sup>12</sup> A.C.A. § 6-21-304 specifically states the parameters required within the appeal process. Your district could choose to alter the paragraph and how it intends to deal with the appeal and its resolution. An example would be to award a financial settlement to the appellant if the appeal is upheld. Another example would be to state, by policy, the length of time for the resolution of the appeal process.

<sup>13</sup> An example of when simply extending a contract without going through the bid process is prohibited includes certain purchase contracts for the child nutrition programs.

**BIDS AND QUOTATIONS-FACILITY EXPANSION PROGRAM**

Arkansas Code 22-9-203 (a):

No contract providing for the making of major repairs or alterations for the erection of buildings or other structures, or for making other permanent improvements shall be entered into by the state, or any agency thereof, any county, municipality, school district, or other local taxing unit with any contractor in instance where all estimated costs of the work shall exceed the sum of twenty thousand dollars;

Any State agency of the state shall have first published notice of intention to receive bids one (1) time each week for not less than two (2) consecutive weeks for projects over the amount of fifty thousand dollars (\$50,000) and published notice of its intention to receive bids one (1) time each week for not less than one (1) week for projects more than the quote bid limit, as provided under the Arkansas State Building Services

Minimum Standards and Criteria, but less than or equal to fifty thousand dollars (\$50,000) in a newspaper of general circulation published in the county in which the proposed improvements are to be made or in a trade journal reaching the construction industry.

Any county, municipality, school district, or other local taxing unit shall have first published notice of its intention to receive bids one (1) time each week for not less than two (2) consecutive weeks in a newspaper of general circulation published in the county in which the proposed improvements are to be made or in a trade journal reaching the construction industry.

- (1) The date of publication of the last notice shall be not less than one (1) week before the day fixed therein for the receipt of bids.
- (2) If there is no newspaper regularly published in the county in which the proposed work is to be done,  
the notices may be published in any newspaper having a general circulation in the county.
- (3) Nothing in this section shall be construed as limiting to two (2) the number of weeks the notices may be published for projects over the amount of fifty thousand dollars (\$50,000), limiting to one the number of weeks the notices may be published for projects more than the quote bid limit, as provided under subsection (a) of this section, and less than or equal to fifty thousand dollars (\$50,000) and as limiting to two (2) the number of weeks the notices may be published for all other projects.

(1) All notices shall contain: A brief description of the kind or type of work contemplated, the approximate location thereof, the place at which prospective bidders may obtain plans and specifications, the date, time, and place at which sealed bids will be received, the amount, which may be stated in a percentage, of the bid bond required.

A statement of the taxing unit's reservation of the right to reject any of the bids and to waive any formalities

Such other pertinent facts or information, which to it may appear necessary or desirable.

- (2) (A) (i) Every bid submitted on public construction contracts for any political subdivision of the state shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the state or by a corporate bid bond.
  - (ii) Every bid submitted on public construction contracts for the state or any agency or department of the state shall be void unless accompanied by a cashier's check drawn upon a board or trust company doing business in this state or by a corporate bid bond, except for project under twenty thousand (\$20,000).
    - (iii) No bid bond shall be required for public construction for the state or any agency or department of the state under or equal to twenty thousand dollars (\$20,000)  
This bid security shall indemnify the public against failure of the contractor to execute and deliver the contract and necessary bonds for faithful performance of the contract.  
The bid security shall provide that the contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the contractor's default in failing to execute and deliver the contract and bonds.  
Liability under this bid security shall be limited to five percent (5%) of the amount of the bid.

All bonds enumerated in code 22-9-401 shall be made by surety companies which have qualified and are authorized to do business in the State of Arkansas. The bonds shall be executed by a resident agent or non-resident agent. The resident or non-resident agent shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filling with the bond the agent's power of attorney as his authority.

On the date and time fixed in the notice, the board, commission, officer, and other authority in which

or in who authority is vested to award contracts, shall open and compare the bids and thereafter award the contract to the lowest responsible bidder, but only if the opinion of the authority that the best interest of the taxing until would be served thereby.

(1) In the event that all bids submitted exceed the amount appropriated for the award of the contract, and if bidding on alternates was not required by the plans and specification, the county, municipality, school district, or other local taxing until shall have the authority to negotiate an award with the apparent responsible low bidder, but only if the low bid is within twenty-five percent (25%) of the amount appropriated.

If the plans and specifications for the project require bids on alternates in addition to a base bid, there shall be no more than three (3) alternatives and the alternates shall:

Be deductive; and

Be set forth in the plans and specifications in numerical order

If all bids submitted exceed the amount appropriated for the award of the contract, the county, municipality, school district, or other local taxing unit may determine the apparent responsible low bidder by deducting the alternates in numerical order.

After making the deductions, if the cost of the project is less than twenty-five percent (25%) above the amount appropriated, then and only in that event, the county, municipality, school district, or other local taxing unit may negotiate an award with the low bidder.

Whenever it is obvious from examination of the bid document that it was the intent of a bidder to submit a responsive bid, and the bid, if accepted, would create a serious financial loss to the bidder because of scrivener error such as transposition of figures, the board, commission, officer, or other authority in which or in whom authority is vested has the authority to relieve the bidder from responsibility under his bond and may reject his bid.

For projects of this state or any agency of the state, “amount appropriate” within this section means funds currently available for the project as determined by the state or any agency or department of the state or county, municipality, school district or other local taxing unit prior to the opening of bids. No contract providing for the making of major repairs, or alterations, for the erection of buildings or other structures, or for making other permanent improvements shall be entered into by the state, agency of the state, any county, municipality, school district, or other local taxing unit with any contractor in instances where all estimated costs of the work shall exceed the sum of seventy-five thousand dollars (\$75,000) unless the bid documents contain statements which encourage the participation of small, minority, and women’s businesses enterprises.

- Legal References:
- A.C.A. § 6-18-2201 et seq.
  - A.C.A. § 6-21-301, 303, 304, 305, 306, 307
  - A.C.A. § 6-24-101 et seq.
  - A.C.A. § 15-4-3801 et seq.
  - A.C.A. § 18-44-503
  - A.C.A. § 19-11-259
  - A.C.A. § 19-11-801 et seq.
  - A.C.A. § 22-9-203
  - A.C.A. § 25-1-1002
  - DESE rules Governing the Student Protection Act

2 C.F.R. § 200.67  
2 C.F.R. § 200.319  
2 C.F.R. § 200.320  
2 C.F.R. § 200.321  
2 C.F.R. § 200.324  
48 C.F.R. § 2.101

(Includes old school board policies FGC, FGD, DJE, DJECC, DJEE, DJEI, DJEF)

Date Adopted: June 19, 2003

Last Revised: April 2013, June 2015, May 2016, June 20, 2017, June 2018, June 2019, November 2020, per Child Nutrition Audit Demands, June 2021 (ASBA Updates), June 2022 (ASBA Updates), May 2023, June 2023

**7.5F2— FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT**

**Greene County Tech School District**

I, \_\_\_\_\_, hereby state:

(1) I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:  
(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

(5) I hereby certify that the bid, unless specifically exempted by the USDA, is for agricultural commodities that have been produced in the U.S. or if the bid contains food products that at least 51% of food in the product was produced in the U.S. I understand that the district shall not accept any product that does not meet this requirement and is not liable for any loss I may incur as a result of such refusal to accept.

\_\_\_\_\_

Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

## **7.6—ACTIVITY ACCOUNT**

**Page 1**

The District shall maintain an account of activity funds. The funds for the account are those revenues derived from the sale of tickets to athletic contests or other school sponsored activities; the sale of food other than that sold in the cafeteria; the sale of soft drinks, school supplies, and books; and fees charged by clubs and organizations.

### **ADMISSIONS, GATE RECEIPTS AND CONCESSIONS:**

The board of education maintains that activities for which an admission fee is charged shall be kept to a minimum. The admission charges shall be fixed at amounts permitting the maximum number of pupils to attend, commensurate with the cost of providing such activities. Uniform admission costs shall be set by the appropriate authority. Concession sales at school activities shall be operated by coaches or parent groups as approved by the building principal. All income from school activities and concession sales shall be deposited in the appropriate account and shall be disbursed in accordance with board policy, and laws of the state.

Activity funds are considered “school funds” and as such may only be spent for school related purposes.

Activity funds shall be received and disbursed through the principal’s office. An accounting system shall be set up and approved by the Superintendent of Schools. Activity accounts shall be audited annually. The principals shall be responsible for the management of student activities funds in their schools. In accordance with the policy of the board of education, the monies of all school-sponsored student organizations shall be deposited with the schools accounts in the principal’s office daily. The organization will be issued a receipt for the deposit, and shall keep a record of the organizations account, including all deposits and disbursements. All expenditures from the activity funds will be by signed checks. Athletic funds will be received and disbursed through the central office. Expenditures for athletics will be presented to the treasurer who is bonded. Approval of expenditures will be made to the Superintendent.

### **INTER-SCHOOL FUNDS/FEES**

The following procedures are to be followed in regard to inter-school funds or fees:

School employees are advised that they assume complete responsibility for funds in their care. Teachers shall deposit funds with principals who may arrange for them to be safeguarded while in their school. Deposits should be made daily. Even small sums of money should not be left in classrooms or school buildings overnight.

Each teacher shall turn into the principal, all fees, etc. collected and obtain a receipt. Each principal will maintain such records of all school money as specified by the Superintendent and shall render to each teacher a periodic statement as to the status of his/her account.

No solicitation of funds, circulation of petitions, or drives may be conducted at any school, without the approval of the Superintendent.



## **7.6—ACTIVITY ACCOUNT**

**Page 2**

Fees for instructional supplies, other than textbooks, may be required by the schools as needed. The fees for special work at secondary level, such as office machines, home economics, and other special courses, shall be determined and approved by the Superintendent.

No monetary collection for any purpose will be made in any school except on the approval of the Superintendent.

The Superintendent shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Superintendent may appoint a co-custodian for each school in the District who shall also be responsible for the activity funds he/she maintains.

Note 1: "School related purpose" has been narrowly interpreted by the courts under Article 14 of the Arkansas Constitution to require the expenditures to be for a legitimate public purpose related to the provision of K-12 Education.

Legal Reference: A.C.A. § 6-13-701 (g) ACA 6-20-417

(Includes old school board policies DK, DFGA, JHB)

Date Adopted: 1-15-1987

Last Revised: June 2012

## **7.7—CASH IN CLASSROOMS**

No cash or checks are to be left in any classroom overnight. Staff, other than the District bookkeeper, who collect funds in the course of their employment should deposit the funds daily with the bookkeeper. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or business manager.

Notes: Policies 3.47 and 8.39 both require daily deposits with the superintendent or designee determining if the fund collection requires receipts and/or other record keeping requirements. That language is not repeated in this policy, but the reasons for daily deposits are the same as for those policies. Specifically, the goal is to protect both the district and the staff from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often \$1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. Bottom line is that the daily timeline is to protect both the district and the staff.

Date Adopted: May 21, 2009

Last Revised: August 16, 2012

## **7.8—PERSONAL PROPERTY**

To avoid confusion and the potential for misunderstandings, District staff who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

### **Insurance Program Athletics:**

It shall be the policy of the School board that: Accident insurance will be provided by the District for those students participating in interscholastic sports at the high school and junior high school level.

### **DISPOSITION OF SCHOOL PROPERTY**

The board of education is authorized to sell real property no longer used for school sites for an adequate consideration, where such action is in the best interest of the School District. These sales are to be in accordance with State law. Bids for the sale of any property may be taken as the board of directors.

It is hereby declared in accordance with state law, that it is against public policy and prohibited for any public educational entity to give, donate, or transfer without adequate market value consideration any public property to administrators, board members, or employees of the public educational entity, or immediate family member of any of these individuals. Public educational entities are prohibited from giving public property having a value over one hundred dollars (\$100) to leaving or retiring board members, administrators, employees or members of their immediate family. As used in this act, "Immediate family member" means an individual's spouse, children of the individual or spouse, a child's spouse, parents of the individual or the spouse, brothers, or sisters of the individual, anyone living or residing in the same residence or household with the individual or spouse, and anyone acting or serving as an agent of the individual.

### **WORKERS COMPENSATION:**

It shall be the policy of the board of directors that: the school district shall provide worker's compensation coverage for all employees. The school district may provide workers' compensation coverage either through private carriers, municipal self-funding groups, or one (1) or more self-funding groups.

(Includes old school board policy DFM, EGV, EGAAA, EDB, EGAA, EBB)

Date Adopted: January 15, 1987

Last Revised: May 21, 2009

## **7.9—PROPERTY INSURANCE**

**Page 1**

The Superintendent shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all District properties. At a minimum, the District will purchase insurance coverage sufficient to meet the requirements by the Arkansas Commission for Public School Academic Facilities and Transportation.

### **VEHICLES:**

It shall be the policy of the board of education to provide adequate liability insurance on all vehicles owned by the Greene County Tech School District. The superintendent of schools will obtain bids for submission and consideration by the board of education. Such bids will be obtained after the superintendent has reviewed the coverage on all vehicles to insure adequacy. Bids may be awarded annually, periodically, or as the need is determined.

The board of education recognizes the responsibility for properly managing the resources of the school district. This responsibility includes concern for the safety of students, employees and the public as well as concern for protecting the district's property from loss.

### **BUILDING AND GROUNDS MANAGEMENT:**

The maintenance supervisor shall keep a schedule of routine maintenance on each building in the district. The principal shall have the total responsibility for seeing that board policies pertaining to the buildings are followed.

No structural alterations to a building may be authorized by any principal or maintenance supervisor without the expressed permission of the superintendent.

### **SECURITY-**

Buildings of the school district constitute one of the greatest investments of the board of education. It is in the best interest of the district to protect the investment adequately. Security should mean not only maintenance of a secure (locked) building but protection from fire hazards and equipment, but also safe practices in the use of electrical, plumbing, and heating equipment. The board requires and encourages close cooperation with local police, fire, and sheriff's departments and with insurance company inspectors. Access to school buildings and grounds outside of regular school hours shall be limited to personnel whose work requires it. An adequate key control system shall be established which will limited access to building to authorized personnel only and will safeguard against the potential of entrance to buildings by keys in the hands of unauthorized persons. Records and funds shall be kept in a safe place and under lock and key when required. Protective devices designated to be used as safeguards against illegal entry and vandalism shall be installed when appropriate to the individual situation. Employment of watchmen may be approved in situations where special risks are involved.

### **EQUIPMENT MAINTENANCE:**

The superintendent shall supervise the development of a regular service schedule to assure proper servicing of all equipment such as air conditioners, motors, filters, vehicles, heating units, etc. Each school vehicle or item of equipment shall be regularly serviced and a record kept of maintenance service performed.

**INSURANCE PROGRAM-BUILDINGS AND GROUNDS MANAGEMENT-**

It shall be the policy of the board of education to insure all buildings against fire and other damage. The Superintendent of Schools will obtain bids as needed for consideration by the board of education. Such bids will be obtained after the superintendent has conducted an annual review of the coverage on all buildings and has made appropriate adjustments in as far as practical and economically feasible. The Superintendent shall determine that reliable, adequate, and economical insurance coverage is carried on all school property and facilities as prescribed by the board.

**VANDALISM**

The board of education shall encourage students, teachers, and every citizen of the community to cooperate in reporting any incidents of vandalism to property belonging to the board and the name(s) of the person or person believed to be responsible. Each employee of the school district shall report to the superintendent and/or principal every incident of vandalism known to them, and if known, the names of those responsible. The superintendent shall be authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against school property, and shall further be authorized to delegate, as he/she sees fit, authority to sign such complaints and to press charges. Every effort shall be made to recover damages from adult vandals or from the parents of juvenile vandals to cover the theft of equipment or the destruction of school property. This shall apply not only to damage as a result of breaking and entering at nights or during the course of the school day, over and above normal wear and tear.

**EMERGENCY REPAIRS:**

The board of education requires that all emergency repairs be reported to the proper authority. The responsible person shall in turn contact maintenance personnel who can alleviate the emergency as soon as possible.

(Includes old school board policies EG, EBA, EBC, EBCA, ECF, EBIA, EBGB, EBF, EBD, EGAAA, EGAA, EDB)

Legal References: A.C.A. 6-21-114(d)  
Arkansas Commission for Public School Academic Facilities and Transportation Rules Governing Property Insurance Requirements.

Date Adopted:  
Last Revised: June 2012

The board of education is charged with the responsibility for the care, maintenance and upkeep of all facilities of the school district. Therefore, it shall be the policy of the board to preserve, in as much as possible, these facilities for use in the educational and related activities. Facilities of the district may be used only for school activities and non-profit purposes which are approved by the Superintendent. The board will not lease or rent buildings to profit making enterprises. Care will be taken to ensure that the use of these facilities by school organizations or outside non-profit groups will not in any way disrupt or interfere with school activities.

It is the policy of the Board that District school buildings may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use. The fee schedule shall be individualized for each school facility and shall be based on a formula that allows the District to reclaim the actual costs incurred by the District from the use of the facility.

School facilities that do not appear on the District’s fee schedule shall not be available to the public.

The District shall also require any non-school related group using a district facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.<sup>1</sup>

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120. Or the individual has a valid conceal carry license and leaves the concealed handgun in the individual’s locked vehicle.

\*

No meeting will be held in a school building for the purpose of advancing any doctrine or theory subversive to the constitution or laws of the state of Arkansas or the United States; for the promotion of a religious doctrine; for the promotion of private profit-making enterprises; and for any entertainment that may be detrimental or destructive to the buildings, fixtures, or furniture.

**USE OF SCHOOL FACILITIES:**

**Use of School Property by Pupils:**

School facilities may be used by community organizations if such use is for the instruction of students or in the best interests of the community.

## 7.10—PUBLIC USE OF SCHOOL BUILDINGS

Page 2

School facilities may not be used for private gain, sectarian religious services, or partisan political meetings.

Permission to use the school buildings and facilities shall be received from the Superintendent.

### **Use of School Cafeterias:**

Only school employed lunchroom workers are allowed to work in the school kitchen.

All food prepared in the school kitchens must be furnished by the school.

Banquets will be considered as additional duties and the rate of compensation will be as follows:

All lunchroom workers shall be paid at the regular rate of pay plus  $\frac{1}{4}$  per hour for banquets and time and a half for overtime when regular hours have been worked.

The cost of the meal must include the wages to be paid the lunchroom personnel and custodial help.

The charge for meals at banquets will be determined by the menu to be served.

### **Use of Other School Facilities:**

The use of the gymnasiums and cafeterias will carry a charge to be agreed upon with the Superintendent. The amount charged will be based upon time used, additional help required, heat, lights, etc. All organizations using buildings must be responsible for damage done to school property. At least one school employee must be on duty at all times a building is being used by another organization.

Schools shall be deemed to offer a fair opportunity to students who wish to conduct a meeting within its limited open forum if such school uniformly provides that:

The meeting is voluntary and student initiated

There is no sponsorship of the meeting by the school, the government, or its agents or employees.

Employees or agents of the school or government are present at religious meetings only in a non-participatory capacity.

The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school.

Nothing in this Act shall be construed to authorize the state of Arkansas or political subdivision thereof:

To influence the form or content of any prayer or other religious activity.

To require any person to participate in prayer or other religious activity

To expend public funds beyond the incidental cost of providing the space for student-initiated meeting.

To compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee.

To sanction meeting that are otherwise lawful.

To limit the rights of the groups of students which are not of a specified numerical size

To abridge the constitutional rights of any person.

Notes: <sup>1</sup> ASBA is well aware that many, if not most, Arkansas districts permit outside groups to use district facilities. This is an example of where the public (and often School Boards and Superintendents) are insufficiently aware of the Constitutional constraints on school districts. There are multiple issues involved in any discussion on this topic.

<sup>1</sup> Districts have the option to add “outdoor spaces” to the policy to be available for the use of the public in addition to school buildings. If you choose to include outdoor spaces as options for organizations to use, we recommend adding the following language to the end of the policy: *Outside organizations who use outdoor spaces shall be responsible for providing any necessary portable toilets. Bathrooms in school buildings will only be available to organizations using outdoor spaces if the organization agrees to pay for the use of the necessary, segregatable and able to be made secure portion of the building in addition to the outside space. If the portion of the building containing restrooms cannot be segregated and/or made secure, both the outdoor and indoor space must be rented and insured against loss or accident.*

First, there is the issue of a "limited open forum." If your district allows non-school related groups to use a district facility, it cannot deny any group access based solely on the views or beliefs of the organization. (There can, however, be other reasons for denial such as the potential for violence.)

Second, there is Article 14, Section 2 of the Arkansas Constitution which states, "No money or property belonging to the public school fund, or to this State, for the benefit of schools or universities, shall ever be used for any other purpose than for the respective purposes to which it belongs." This has been very narrowly interpreted by Court decisions such that expenditures which do not tangibly benefit students run afoul of the Constitution.

Third, there is the cost, or the potential cost, to the district of outside group use of district facilities. On the surface, the costs would include such things as heating, cooling, and general wear and tear. But there is also the always present possibility that something major could occur such as a fire that could destroy an entire building. While local groups will generally agree with a facility use fee, such a fee will NOT cover the deductible for replacing a building or the loss of use of the building or the disruption to the district's academic program. While most community members will support community use of district facilities, should a major calamity occur, it is not a far stretch to envision a disgruntled patron using the opportunity to sue the district for illegal exaction for violating the Arkansas Constitution. So while the district would certainly be out the insurance deductible necessary to replace the building, it might well also be out the lawyer fees to defend itself against the suit.

Fourth, while districts have tort immunity, many Joint Use agreements either require or recommend the district fully indemnify and hold harmless the other parties to the agreement. The indemnification language could potentially threaten a school district's statutory immunity from actions for damages and torts under Arkansas law. Moreover, the indemnification language would potentially obligate school districts to a financially open-ended indemnification of the other parties to the joint use agreement. The monetary implications of such indemnifications could be material, even catastrophic, for school districts.

Finally, there are Arkansas statutes (A.C.A. § 6-21-101 for example) that, in our opinion, conflict with the restrictions placed on districts by Article 14 of the Arkansas Constitution. While statutes are



presumed sound until determined otherwise by a court, ASBA is sufficiently concerned about the defensibility of the statutes that it is not willing to write a Joint Use Agreement model policy. ASBA staff spent many hours working with the DESE Coordinated School Health trying to find a way to support the Joint Use program. The longer we worked on it, the more complicated the issues became until we finally came to believe the program flies in the face of Article 14 and we had to discontinue our association with the program. At a minimum, we urge any district considering a Joint Use Agreement to seek legal counsel before signing any agreement.

The changes to this policy are the result of ASBA's considerable time spent working on the Joint Use issue. ASBA's position is not philosophical, we strongly support the concept of Joint Use, but believe the Constitution will have to be amended before districts can participate without fearing potential major adverse consequences.

<sup>\*2</sup> Your district could include weapons besides firearms in this sentence if you choose to do so. Consult A.C.A. § 5-73-120 for a list of possible weapons.

The formula should include, at a minimum:

- Labor for preparing, opening, closing, and cleaning the school facility, at the rate of one and three quarters (1.75) times the highest paid hourly rate of the appropriate non-exempt staff position set in the District's salary schedule;
  - Discuss with your custodial supervisor the amount of time and staff that would be required for each facility.
  - If a particular facility may require a district employee to be physically present during the use by the public, such as a food service worker to safely operate the cafeteria's equipment, include that cost in the fee based on the same calculation method as for the custodial employees.
  - The one and three quarters (1.75) multiplier is intended to include possible overtime as well as retirement and benefits that are required to be paid by the district.
- An amount to cover consumable supplies, such as janitorial supplies, toilet paper, paper towels, etc.; and
- A base rate to cover wear and tear, utilities, and other fixed expenses of the district.

<sup>4</sup> districts should independently verify that the certificate of insurance coverage is valid and in force for the event and time period in question.

<sup>5</sup> Your district could include weapons besides firearms in this sentence if you choose to do so. Consult A.C.A. § 5-73-120 for a list of possible weapons.

<sup>6</sup> A.C.A. § 5-73-119(e) (12) allows for a concealed carry license holder to have a concealed handgun in a locked vehicle on the school parking lot.

Legal References: A.C.A. § 6-10-130, A.C.A. § 6-21-101  
A.C.A. § 5-73-119  
A.C.A. § 5-73-120  
Arkansas Constitution Article 14, § 2

(Includes old school board policies EBH, FHA, FHB, FGF, FGH, FC, FD, FDB, FE, FEA, FEAB, FEAD, FEAE, FEB, FED, FDC, FGB, FA, KGA, KG, FIB,

Date Adopted: April 1996

Last Revised: April 2013, May 2016

## **7.11-USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES**

**Page 1**

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the district shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization that is renting a school facility for a political purpose so long as the event is not during school time or the employee takes personal or vacation leave, with prior approval of his/her supervisor, for the time the employee is attending the event.

Any school employee found guilty or who pleads guilty, or nolo contendere to the use of District funds to support any ballot measure shall be immediately suspended, and recommended for termination by the superintendent.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. School employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade a student to the employee's point of view.

District employees and members of the Board of Directors may incur incidental expenditure of District funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

District funds may be used to disseminate public information at a public speaking engagement. The incidental use of District resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

It shall be the policy of the board of education that all employees shall comply with the provision of the fiscal management and responsibility of the laws of Arkansas.

### **INVESTIGATION BY THE SUPERINTENDENT:**

Upon discovery or notification of an alleged violation of the fiscal responsibility and management laws, the superintendent shall investigate such allegations and take appropriate action.

### **DOCUMENTATION OF VIOLATION;**

After completing the investigation, if the superintendent determines that one or more of the fiscal responsibility and management laws have been violated, the facts and circumstances relating to a violation and any corrective or remedial action shall be documented and placed in the personnel file of the employee involved in the violation.

### **NOTIFICATION OF VIOLATION**

The superintendent shall notify the employee of his/her findings and any corrective or remedial action to be taken. Notification shall be made in a manner ensuring actual notice to the employee. The

## **7.11-USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES**

**Page 2**

employee shall be notified that the failure to make corrective or remedial action within thirty (30) days after the date of notification creates the reputable presumption that the violation was committed knowingly.

### **REBUTTABLE PRESUMPTION:**

The employee violating a fiscal responsibility and management law shall be given not more than thirty (30) days from the date of notification to effectively correct or remedial action recommend by the superintendent. Failure to make corrective or remedial action within thirty (30) days after notification creases the reputable presumption that the violation was committed knowingly.

### **REFERRAL TO PROSECUTING ATTORNEY**

If the superintendent determines that there has been a violation of the fiscal responsibility and management laws, he/she may request the appropriate prosecuting attorney to conduct an investigation regarding the violation(s),

Legal References:     Arkansas Constitution Article 14 § 2  
A.C.A. § 7-1-103  
A.C.A. § 7-1-111  
A.C.A. § 21-8-402

(Includes old school board policy DIDA)

Date Adopted: April 1996  
Last Revised: July 2013, May 2016

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. Employees are only eligible for reimbursement for travel expense which have been approved in advanced. As used in this policy, “approval in advance” shall mean approval prior to the making of any reservation or registrations with the building administrator or program director. It is the responsibility of the employee to determine the appropriate supervisor from which he/she must obtain approval. Hotel reservations are made by the central office, as employees must send over reservation requests forms signed by the appropriate supervisor.

No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel. To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary and materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts. The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

**Reimbursable Expenses**

Mileage that is driven for a district sanctioned purpose in an employee’s personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the rate allowed for state employees, based on the district’s predetermined mileage conversion chart.

Reimbursement for meals without overnight lodging is not allowed by the district. When school business requires overnight lodging, cost of meals will be covered. Meals shall be reimbursed for the actual expense incurred up to a daily limit of \$30.00 @ no more than \$15.00 per meal unless there exists special circumstances which require the staff member spend more for a meal. If such special circumstances exist, written justification must be provided with the receipt and attached to the reimbursement form. Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original itemized receipts. The district shall not reimburse the following items/categories of expenses: Alcoholic beverages, entertainment expenses including but not limited to sports or sporting events, pay per view or game expenses at hotels, replacement due to loss or theft, discretionary expenses for items such as clothing or gifts, medical expenses incurred while en-route to or from or at the destination of the reason of the travel, optional or supplemental insurance obtained by the employee for the period covered during the travel.

Tips paid by a school employee for meals associated with travel as defined in this policy are reimbursable for up to 15% of the cost of the meal provided the employee submits a receipt for the

meal as part of an "accountable plan" for reimbursement .<sup>4</sup>Tips are not allowed if an employee is reimbursed using a "per diem" plan.

Meals may also be reimbursed when not provided as part of a conference or other approved reason for travel, for activities which necessitate returning to the work site later than the customary meal time (returning home later than 10:00 P.M.). There will be no expense, other than mileage, reimbursed by the district unless official receipts are provided. All requests for reimbursement must be submitted with seven (7) days upon returning to the district.

Meal expenses incurred by the superintendent or other administrators (approved by their immediate supervisors) as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

### **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

### **Airport Associated Expenses**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

**Notes: Notes:** The following IRS publications were used in the development of this policy.

15-A, 15-B, 463, 535, and the Fringe Benefit Training Guide if the Board wishes to list any stipulations on reimbursement for travel made by the superintendent or other administrative personnel, specify the stipulations in this policy. Examples could be that administrators would be reimbursed for reasonable expenses incurred in the performance of their jobs which benefit the district and that had been pre-approved by their immediate supervisor(s). Superintendents could be contractually pre-cleared for reimbursement for specified travel purposes (actions required in the performance of their role as district leader and/or spokesperson and which benefit the district), mileage for their personal vehicle driven on district business, etc. If they felt the need, the Board could also periodically review the reimbursement records regarding the Superintendent to verify that they are in line with its intentions. Keep in mind that reimbursable expenses must not be

lavish but reasonable based on the circumstances of the expenditure. Reimbursed expenses which exceed this threshold are considered income and must be reported as such to the IRS.

You are not required to use either the state or the IRS rate, but by referring to a “going rate” it will make changing the rate a non-policy issue. It should be no more than the current rate recognized by the IRS. To find the current rate recognized by the IRS go to [www.irs.gov](http://www.irs.gov) and type in “mileage rates” in the search box. To access the current reimbursement rate for state employees, go to [www.arkansas.gov/dfa/accounting](http://www.arkansas.gov/dfa/accounting).

Per diem reimbursement rates are established by the IRS and for the purposes of this policy you may use them as either a guide or the gospel for meals, lodging, or both. We have chosen not to stipulate expenditures remain within the per diem rates because so many conferences are at hotels that simply do not fit IRS’s rates. If you choose to limit meal reimbursement to the per diem rates, substitute the following sentence for the one included in the policy. “Meals shall be reimbursed for the actual expense up to the IRS per diem limits.” You can further choose to specify that your reimbursement will be “x” percent per meal (breakfast, lunch and dinner) of the per diem rate. Please note that reimbursed expenditures which are lavish based on the circumstances of the expenditure are considered wages to the extent they are excessive. The language in the policy allows reimbursements for actual expenses (hotel or food) to not be taxable income so long as they are not “lavish.” An example of lavish would be if the employee chose to stay in a suite instead of a non-suite room. In the context of conference based travel, the conferences usually have a block of rooms at a special rate. If that option is available and the employee chooses a higher cost room, it would be “lavish.” The following information is provided for your convenience if you choose to limit expenditures to the per diem rates.

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=portal/category/21287&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=portal/category/21287&utm_campaign=shortcuts).

Act 715 of 2007 allows state employees to be reimbursed for tips for amounts up to 15% of the bill. Page 5 of IRS Publication 463 specifies tips the IRS deems acceptable for certain expenses, but state law can be more restrictive than what IRS permits. Attorney General's Opinion 2012-070 essentially blesses tips up to a 15% cap paid by municipal employees in such a way that it can be construed to also

apply to school employees. To be eligible for tip reimbursement, the employee must file for actual expenses (receipts required) and NOT as part of a per diem rate reimbursement.

Cross References: 3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES  
8.14— NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

(Includes old school board policies DJ, DJAA, DJC, DJCA, DJD, DJEJA, DH)

Date Adopted: June 19, 2003

Last Revised: April 2013

## 7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

Page 1

### Definitions

For the purposes of this policy, the following definitions apply:

“Commodities” are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one (1) year and an acquisition cost of one thousand dollars (\$1,000) or more per unit.

“Fair market value” means the amount a reasonable buyer would be willing to pay for a particular piece of property based on an objective set of criteria, which may include, but are not limited to: any improvements or damage to the property; the demand for similar property; the selling price for the property by the producer of the property or re-sale outlets; and the value of the property as determined by an independent appraiser.<sup>1</sup>

“Real property” is land and whatever is erected or affixed to land, such as structures or buildings.

“Surplus commodities” are those commodities that are no longer needed, obsolete, irreparable, or worn out.

“Surplus real property” is real property that is not presently needed or foreseen to be needed by the District, and that has been authorized for sale as surplus real property by vote of the School Board. Surplus real property may include unused or underutilized facilities.

“Trash” are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property’s age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age, and/or decline in value of the item.

“Unused or underutilized facility” means a school facility or other real property that:

- As a whole or in a significant portion, is not being used for a public educational, academic, extracurricular, or administrative purpose and the nonuse or underutilization threatens the integrity or purpose of the school facility or other real property as a public education facility; and
- Is not subject to either a lease to a third party for fair market value or an executed offer to purchase by a third party for fair market value as of July 30, 2017.

### General Policy

The District’s purchases of commodities shall be in accordance with Policy 7.5—PURCHASES AND PROCUREMENT and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

- o labeling all commodities<sup>2</sup>;
- o establishing adequate controls to account for their location, custody, and security;
- o
- o



## 7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY Page 2

- o annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district’s inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.
- o Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

The disposal of school property must be for the benefit of the school district and consistent with good business principles.

### **Disposal of Surplus Commodities**

The Board of Directors recognizes that commodities sometimes become of no use to the District and thus meet this policy’s definition of surplus commodities.

The Superintendent or designee(s) will determine the objective fair market value (FMV) of surplus commodities. The District will strive to dispose of surplus commodities at or near their FMV.<sup>3</sup>

The Superintendent may declare surplus any commodity with an FMV of less than one thousand dollars (\$1,000). Surplus commodities with an FMV of less than one thousand dollars (\$1,000) will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near FMV.

The Superintendent may submit a list of surplus commodities deemed to have a FMV of one thousand dollars (\$1,000) or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Superintendent or designee(s) may sell that surplus commodity as the need arises. Items with a FMV of one thousand dollars (\$1,000) or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near FMV. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Superintendent, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

### **Disposal of Surplus Real Property**

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the District and thus meets this policy’s definition of surplus real property.

By February 1 of each year, the District shall submit a report to the Division of Public School Academic Facilities and Transportation (Division) that identifies all unused or underutilized school facilities in the District and the unused or underutilized school facilities, if any, that are designated in

## 7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY Page 3

the District’s facilities master plan to be re-used, renovated, or demolished as part of a specific committed project or planned new construction project.

If the Division classifies a District facility or District real property as being unused or underutilized, the District may appeal the Divisions determination to the Commission for Public School Academic Facilities and Transportation (Commission).

The District shall make unused or underutilized public school facilities available for lease<sup>4</sup> for no more than FMV<sup>5</sup> to any open-enrollment public charter school (charter) located within the District’s geographic boundaries that makes a request under the charter’s statutory right of access unless the District makes an affirmative showing by a preponderance of the evidence to the Commission that:

1. The school facility, or the property to which the school facility is attached, will be needed by the District to accommodate future growth of the District; or
2. Use of the school facility or other real property by a charter would have a materially negative impact on the overall educational environment of an educational campus located within five hundred feet (500’) of the school facility or other real property sought to be leased by the charter.

The terms of a lease executed between the District and a charter shall provide that the lease shall be cancelled and be of no effect if the charter:

- a. Fails to use the facility or other real property for direct student instruction or administrative purposes within two (2) years of the effective date of the lease;
- b. Closes, has its charter revoked, or has its charter application denied by the charter authorizer; or
- c. Initially uses the facility or other real property, but then leaves the facility or other real property unused for more than one hundred eighty (180) days.

If requested or agreed to by the charter, The District may sell the unused or underutilized facility or other real property to the charter for FMV.

If the District decides to sell, lease, or otherwise transfer ownership of a District facility, a charter<sup>6</sup> located within the District’s geographic boundaries shall have a right of first refusal to purchase or lease the facility for FMV. The charter’s right of first refusal shall continue for two (2) years after the date the District last used the school facility or other real property as an academic facility.

If the District decides to sell or lease a District facility or other real property that has been identified by the Division as an unused or underutilized school facility to a third party that is not a charter, then the District may not sell or lease the facility until the later of:

- Two (2) years after the date the facility or other real property is identified by the division as an unused or underutilized public school facility, so long as no charter has claimed a right of access or a right of first refusal; or
- Three (3) years from the date the District facility or other real property has been identified by the division as an unused or underutilized public school facility if the District designated the facility or other real property to be reused, renovated, or demolished as part of a specific committed project or planned new construction project in the District’s facilities master plan.

The District may petition the division for a waiver of the time restrictions for the sale or lease of a District’s unused or underutilized facility. The petition shall include a statement that the District believes that no charter would be interested in leasing or purchasing the unused or underutilized school facility. If the District receives a waiver, the District may immediately sell, lease, or otherwise dispose of the unused or underutilized facility. The District may appeal the denial by the Division of a waiver to the Commission.

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Superintendent or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property<sup>5</sup>. The district will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid<sup>7</sup> provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Superintendent and Board of Directors, be donated to appropriate education related entities, not-for-profit organizations, the county, city, or incorporated town in accordance with the provisions of state law.<sup>8</sup>

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The District may not make a part of the disposal of District real property a covenant that prohibits the sale or lease of former District facilities or other real property to a charter that is located within the District’s geographic boundaries.

**Disposal of Surplus Real Property After Consolidation**

Except as otherwise prohibited by this policy, real property of a consolidated school district that is no longer being used for educational purposes and has not been sold, preserved, leased, or donated two (2) years after the effective date of consolidation shall be made available for use by a publicly supported institution of higher education, a technical institute, a community college, a not-for-profit organization, a county, a city, or incorporated town by the Board of Directors for the following purposes:

- Having the real property preserved, improved, upgraded, rehabilitated, or enlarged by the donee;
- Holding of classes by statutorily authorized education related entities; or
- Providing community programs and beneficial educational services, social enrichment programs, or after-school programs.

### Trash

Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the district.

Notes: <sup>1</sup> One option when determining FMV is to see what the property's value is if the property is sold for salvage or scrap instead of putting the property up for general sale, which may even result in a higher FMV depending on the property in question.

<sup>2</sup> Due to federal monitoring and disposal requirements, we suggest differentiating the labeling of items purchased with federal funds from non-federal fund items.

<sup>3</sup> The FMV of items must be established prior to their disposal. The determination of the surplus commodity's FMV will determine whether the superintendent has to submit it to the board. You need to document how you reached FMV; Digital photos can be very useful, particularly if you decide FMV seems low.

The disposal of items purchased with federal grant funds is governed by the following requirements, which are located at 2 C.F.R. § 200.313(e):

*(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:*

*(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.*

*(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.*

*(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.*

*(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.*

<sup>4</sup> A.C.A. § 6-21-815(c)(1) states “a school district shall make unused or underutilized public school facilities available for lease or purchase”. We have elected to only include a requirement for the district to enter into a lease of the unused or underutilized property in the policy because A.C.A. § 6-21-815(c)(3)(A) allows the charter to petition the Commission to force a lease of the property but does not allow a similar forced sale of the property; this is a separate issue from the charter’s right of first refusal if you decide to sell the property.

<sup>5</sup> The FMV of items must be established prior to their disposal. In the case of real property, this should be established by means of a survey and real estate appraisal by a licensed surveyor and appraiser performed within the preceding six (6) months.

The disposal of real property purchased with federal grant funds is governed by the requirements contained in 2 C.F.R. § 200.311, which states in part:

*(c) Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:*

*(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency’s percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.*

*(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency’s percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.*

*(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity’s percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.*

<sup>6</sup> If there is more than one (1) charter located within the geographic boundaries of a school district, the charter authorizing panel will determine the charter that will have the right of first refusal.

<sup>7</sup> If a charter has a right of first refusal on the property to be sold and the charter was not the entity who made the high bid, the charter must be provided an opportunity to match the high bid.

## 7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY Page 7

If the charter agrees to match the high bid, the charter’s offer to match the high bid must be the bid that is accepted.

<sup>8</sup> A.C.A. § 6-13-111 and A.C.A. § 6-21-108 are the statutes that cover donating District property. Please keep in mind that selling below FMV has the same legal connotation as donating. A.C.A. § 6-13-111(c) and (d) establish a system for selling district owned real property that fails to draw a buyer at a previously established Fair Market Price. We suggest consulting the statute for assistance in such a situation. A.C.A. § 6-21-108 sets forth additional requirements for consolidated school districts that is included as a separate section later in the policy.

Legal References:     A.C.A. § 6-13-111  
                          A.C.A. § 6-13-620  
                          A.C.A. § 6-21-108  
                          A.C.A. § 6-21-110  
                          A.C.A. § 6-21-803  
                          A.C.A. § 6-21-806  
                          A.C.A. § 6-21-815  
                          A.C.A. § 6-21-816  
                          A.C.A. § 6-24-101–107  
                          2 C.F.R. § 200.311  
                          2 C.F.R. § 200.313

Date Adopted: August 16, 2012  
Last Revised: May 2014, June 2015, June 20, 2017

Board members, staff, and students shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees may be issued District cell phones if their position requires the employee be available at all times for work related emergencies or the employee be available to speak with others on school related business when the employee is away from the office. Employees issued cell phones for such purposes may use the phone for personal use on an “as needed” basis.<sup>1</sup>

Students who use school-issued cell phones and/or computers for non-school purposes, except as permitted by Policy 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES, shall be subject to discipline, up to and including suspension or expulsion.

Except when authorized in the SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, all employees and students are forbidden from using school-issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including: <sup>2</sup>

- Suspension for students; and
- Termination for employees.

Except when authorized in the SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, no employee or student shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violations may result in disciplinary action up to and including:<sup>3</sup>

- Suspension for students; and
- Termination for employees.

Note: <sup>1</sup> The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine need for a cell phone due to their job’s duties. Cell phones cannot be issued as a fringe benefit, but only as a “legitimate” need related to their job’s responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan. There has been no change to the use of school computers for personal purposes. Use of school issued cell phones and/or computers by board members or employees who do not meet the policy’s definition of eligibility for non-school purposes is considered income by the Internal Revenue Service. “Income” in this sense means the fair market value that the individual would have had to pay for the use of the cell phone or computer on the open market. Any board member, or employees who do not meet the policy’s definition of eligibility, who uses a school-issued cell phones and/or computers for non-school purposes should be issued the appropriate IRS form (1099) stating the amount of income they have been paid by the district.

## 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

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Please be aware that telephone records for both personal and school business calls of any school employee's district-provided cell phone can be requested and must be disclosed by the school district under the Arkansas Freedom of Information Act.

<sup>2</sup>This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

Cross References: 3.34—CERTIFIED PERSONNEL CELL PHONE USE

<sup>3</sup>This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the expanded language is important for the protection of students and employees alike.

Cross References: LICENSED PERSONNEL CELL PHONE USE  
3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES  
4.47— POSSESSION AND USE OF CELL PHONES, OTHER ELECTRONIC DEVICES  
8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES  
8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Legal References: IRC § 132(d)  
IRC § 274(d)  
IRC § 280F(d)(4)  
IRS Publication 15 B  
A.C.A. § 6-19-120  
A.C.A. § 27-51-1504  
A.C.A. § 27-51-1609

Date Adopted: June 2008

Date Revised: August 16, 2012, June 2019



**Greene County Tech School District  
Record Retention and Email Retention Policy**

**Introduction**

The Greene County Tech Records Retention Policy sets forth the minimum retention requirements of records commonly found in the operation of school business. It is not intended to require the creation of such records but rather establishes minimum retention requirements for records created or retained. This schedule is not intended to govern the retention of records which are unique to individual schools within the district. The records within this schedule are organized into the following seven record categories:

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

**Definitions**

**"Directly or directly interested"** ("directly") means receiving compensation or other benefits personally or to an individual's household from the person, business, or entity contracting with the District.

**"Indirectly or indirectly interested"** ("indirectly") means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

**"Record"** is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property or the safety of District students; or open public meetings
- Documentation related to transactions or contracts for:
  - Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for

## 7.15—RECORD RETENTION AND DESTRUCTION

the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;

-An exemption granted by the Division of Elementary and Secondary Education (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the District that involves a District administrator, board member, or employee.

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records.<sup>10</sup> When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district's records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions which otherwise are subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.

The following records categories shall be retained for the time specified.

- a. Board of Education Minutes – forever
- b. Personnel files – forever
- c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance<sup>2</sup>
- d. Student records of attendance/graduation – forever<sup>3</sup>
- e. Financial Records – five (5) years<sup>4</sup>
- f. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years<sup>5</sup>
- g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses<sup>6</sup> – Three (3) years
- h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years<sup>7</sup>
- i. Expenditures made with federal grant monies<sup>8</sup> – governed by the terms of each grant
- j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE and OTHER STUDENT MONITORING
- k. Emails – whatever the district's policy is on this subject<sup>9</sup>
- l. Documents filed with the IRS, including those required in Policy 7.23-Health Care Coverage and the Affordable Care Act – four (4) years
- m. Statewide assessment security agreement- Three (3) years
- n. Recordings of open public meetings – One (1) year
- o. Reports and related documentation filed with the Auditor of State on abandoned property – Ten (10) years

- p. Record of each query made of the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse and the results of each query – Three (3) years
- q. Employee consent to query the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse – Three (3) Years from the latest query
- r. Reports from the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration – Three (3) years

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records. When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district's records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions that otherwise would be subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.<sup>11</sup>

The records' storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of electronically critical data.<sup>12</sup> The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal law and regulations or state laws and rules.
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal law and regulations or state laws and rules.
- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The district's board of directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

**The Greene County Tech School District in addition to the ASBA Policy listed above has the following guidelines in place for Records Retention:**

Copies of these documents preserved only for convenience of reference or informational purposes may be discarded when no longer needed.

Records that shall be maintained include:

- 1) Auditor Correspondence
- 2) Legal
- 3) Administrative
- 4) Fiscal
- 5) Meetings
- 6) General
- 7) Ephemeral

These categories are logical in nature and are not intended to establish any requirement for physical organization or operational handling, other than the specified retention periods. Should any differences in retention periods be found between this schedule and state or federal law, the applicable law will take precedence.

The retention periods of this schedule apply only to the official version of a record. Duplicates of the official version have no retention requirements under this schedule, even if the duplicates are found in different media. In some cases, this schedule provides examples for record types in order to help identify records. Such examples are not intended to be all-inclusive. This retention schedule addresses paper and electronic record formats. The minimum retention requirement is determined by content, not by format or media.

The record retention periods reflect the retention and disposition of the official record regardless of media. Copies used for specific legal, fiscal, or administrative purposes may be either retained using the retention for the primary copy or scheduled separately if a different retention is required.

**Auditor Correspondence (7 years)**

Auditor Correspondence includes any correspondence with or including Legislative Audit and including all audit and review work papers and any communication sent or received in connection with such audits or reviews.

**Legal Records (7 years)**

The Greene County Tech School District Legal Correspondence covers all electronic communication relating to legal issues such as sales contracts, business agreements, lawsuits, etc.  
Complaint Files- Regulated Agencies or entities  
Contracts/Agreements  
Freedom of Information Act (FOIA) Documentation (pending legal matters)

**Administrative- Personnel and Human Resource Records (4 years)**

The Greene County Tech School District Administrative Correspondence includes, though is not limited to, clarification of established organizational policy, news/ press releases, training materials, work calendar, holidays, vacation and sick leave, and personnel policies. This category includes records of the

school’s employees, name, title position held, organizational assignment, salary, changes of employment status, attendance, leave, performance evaluations, and such other information or policies as may be necessary for the administration of rules pertaining to this category of records. Discrimination forms, workers compensation accident reports, grievance records will also be retained. Employment history records will be maintained permanently. If a personnel record is the subject of litigation or other official action, the retention period listed within this schedule will be superseded and the record will be retained until such action has been finalized. This section is not intended to govern compliance with federal employment laws such as Equal Pay Act, Fair Labor Standards Act, Family and Medical Leave Act, etc. Note: The FOIA does not define the term “personnel records.”

- Equal Employment Opportunity Plan
- Training and Education Records
- Discrimination Complaint Case Files- Charges Filed

**Fiscal Records (4 years)**

The Greene County Tech School District Fiscal Correspondence is all information related to revenues and expenses for the School District. This includes general accounting records, banking, budget, allotment, and expenditure records, contract accounting, central payroll accounting, and appropriation requests.

- Accounts Payable
- Accounts Receivable
- Account Reconciliation
- Adopted Budgets
- Appropriation, Budget and Fund Requests

**Meeting Records (4 years)**

Record retentions for meetings specifically includes the official board meeting agenda and recorded minutes of the school board of education meeting(s). Public meeting minutes will also be kept and a public meeting is defined and set forth in the Arkansas Freedom of Information Act. Copies of these documents preserved only for convenience of reference or informational purposes may be discarded when no longer needed.

- Meeting- Agendas and Minutes of Governing Bodies (School Board of Directors)
- Meeting- Notes of Governing Bodies (School Board of Directors)
- Meeting- Supporting Documentation of Governing Bodies (School Board of Directors)

**General Correspondence (1 year)**

The Greene County Tech School District General Correspondence covers information that relates to the operational decisions of school business. Records will be maintained in the administration of grants either issued by the state or received by state agencies. Records include grant applications, grantor and grantee correspondence and official responses, grant contracts, fiscal records, compliance reports, administrative correspondence, grant products and related records. Automated system records include those generated or produced in support of the school’s information

system operations. Some examples include (network design files, support services and hardware files, and systems and applications information.)

Agency Directives, Internal Policies and Procedures

Complaint Records

Correspondence- Substantive

Correspondence- Non-substantive

News or Press Releases

Grants Issued- Application and Administrative Program Files

Grants Denied

Grants Received

Data or Database Dictionary Documentation

Network Design Files

Network & System Usage Files

Support Services Files- Hardware

### **Ephemeral Correspondence (retain until read then may be subject to disposition)**

#### **Purpose of Email Retention**

The Email Retention Policy is intended to help employees determine what information sent or received by email should be retained and for how long.

Any email on the school's email system is a public record and subject to the Arkansas Freedom of Information Act.

The information covered in these guidelines includes, but is not limited to, information that is either stored or shared via electronic mail or using instant messaging technologies.

All employees should familiarize themselves with the record and email retention topic areas.

Questions about the proper classification of a specific piece of information should be addressed to the Greene County Tech School District Technology Information Coordinator.

The Greene County Tech School District treats electronic communications as a business record. Business records are subject to federal and state/provincial laws as well as the Greene County Tech School District records and email retention policy. The email retention policy is secondary to the records retention policy. Any email that contains information in the scope of the records retention policy should be treated in that manner. Individual employees are responsible for email retention. Employees may save documents to a hard drive, CD, or the network server. Sent email will be archived on the district server for seven days. Employees may create folders and archive data for longer periods of time, as deemed necessary. All Greene County Tech School District email information is categorized into seven classifications with retention guidelines.

### **GLOSSARY OF TERMS**

#### **Definition of Terms Used within The Records Retention Schedule & Email Retention Policy**

##### **Approved Links**

The Greene County Tech School District utilizes the State filtering systems to block inappropriate web sites from being accessed from district computers.

##### **Automated System**

Computer configuration that, with all necessary hardware and software, performs or can be used to perform necessary business applications.

##### **Copy**

A reproduction of any record, including a reproduction of a previous reproduction.

##### **Date Element**

In electronic record keeping, a logical record component constituting one separate item of information such as name, address, or age.

##### **Deleted Email**

Email is stored and archived on each individual workstation and on the district server for a year if placed in individual folders and not periodically edited. July 1<sup>st</sup> marks the rollover date for new storage records. All deleted trash email is automatically deleted from the district server after a period of seven days.

##### **Disposition**

Any manner or method of changing the custody, location, or physical state of records including transfer, microfilming, duplication and destruction.

##### **Enforcement**

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

##### **Format**

The arrangement of information for use, viewing, or storage.

##### **Freedom of Information Act (FOIA)**

The Arkansas State Act that outlines the rights of the public to access public records.

Reference: Arkansas Code Annotated §25-19-101 et seq.

##### **General Record Schedule**

Provides a minimum period of time that a specific type of record must be preserved.

##### **Governing Body**

The FOIA applies to the “governing bodies” of “all boards, bureaus, commissions, or organizations of the State of Arkansas.” Ark. Code Ann. § 25-19-106(a); A group that has ultimate decision-making or policy-making authority is a governing body. Ark. Attorney General Op. Nos. 99-407, 98-169, 96-074, 91-288.

**Non-secure Internet Links**

Non-secure Internet Links are all network links that originate from a locale or travel over lines that are not totally under the control of the Greene County Tech School District.

**Media (Medium)**

Physical material on which records information may reside including, but not limited to, paper, microfilm, microform, computer disks and diskettes, optical disks, and magnetic tapes.

**Official Version**

Record kept by the organization responsible for the authoritative copy;

Note: A copy made of the original record may become the official version.

**Permanent Record**

A record that has sufficient historical or other value to warrant its continued preservation by the State or Federal Government beyond the time it is needed for administrative, legal, or fiscal purposes.

**Record**

Information or data captured in any form and media.

**Suspension of Retention Policy: Litigation Hold**

All electronic records that have been put on litigation hold will be retained for the entire period of the lawsuit or as prescribed by the legal counsel, regardless of their original retention schedule.

**ASBA NOTES:**

<sup>1</sup> While A.C.A. § 6-24-105(b)(1)(A)(i) permits a district to employ a Board member's family member for up to \$5,000, and (c)(2)(A)(i) permits a district to enter into a non-employment contract with a board member's family member for up to a \$10,000 limit, during the total tenure of the Board member without the District having to receive waivers for such employment, the need to retain documentation for all compensation exists if for no other reason than to establish when that the limit may be reached.

<sup>2</sup> These are the records required to be maintained during a student's attendance at your district and must be aligned with Policy 4.38—PERMANENT RECORDS.

<sup>3</sup> This is limited to the dates a student attended school in your district and if the student earned a diploma. This is information students and adults need from time to time to prove they lived somewhere or to enroll in a college, for security clearances, or for background checks.



<sup>4</sup> This is a suggested length of time. The minimum time your district must keep financial records (specifically original receipts of district expenditures) is until the records have been audited. In setting up your retention schedule, you might consider the warranty and/or depreciation schedule of the items purchased and keep all financial records until, at a minimum, the warranty has expired or the item has been fully depreciated. As with all other retention schedules, relevant data must be retained if there is pending litigation or the likelihood of litigation until the matter is resolved.

<sup>5</sup> A.C.A. § 6-24-115 makes it a criminal act to violate the statutes governing Board member and District employees' ethical behavior. A.C.A. § 5-1-109(c)(2) allows for a public servant to be charged for felonious conduct for up to ten years after the officer leaves office or the violation should have been discovered (whichever comes first), but this can be extended by an additional three years if the individual is out of state for a continuous period under A.C.A. § 5-1-109(g). Employees are included in the definition of public servants, we chose the simpler position of having so the same retention requirements for apply to both Board members and employees.

<sup>6</sup> DESE's rules only require all documentation to be retained for an individual if the total amount of the payments or reimbursements from vendors the individual receives during the fiscal year amount to three hundred dollars (\$300) or more. We recommend retaining the documentation on all individuals regardless of whether the dollar amount was reached.

<sup>7</sup> The requirements contained within A.C.A. § 21-3-302 and 303 necessitate the addition of this record retention category. The five (5) year retention length is not required by statute but is recommended.

Any civil suit that would require the documents included in the employment application would be barred after five (5) years by A.C.A. § 16-56-115. Retention for the five years would assure you had the necessary records if a suit was filed during that time.

<sup>8</sup> We suggest making this determination on a case-by-case basis using the latest of: the terms required by the grant, any related litigation is concluded, the records have been audited, or the 5 year statute of limitations for contracts has expired.

<sup>9</sup> Routine deletion of records, email or other records, is not a problem so long as prompt action is taken to stop the deletion relating to matters that common sense and/or previous experience indicates could result in legal and/or disciplinary action. In districts that have routine deletion settings for electronic devices, the person responsible for halting the routine destruction of district records will need to inform the district's Network Administrator (or equivalent) when events trigger the need to retain information that would otherwise be routinely deleted.

<sup>10</sup> Due to the potential adverse repercussions for the failure to cease the destruction of such records, the person responsible for making a "cessation" decision should be close to the source

of the cause precipitating the cessation. When an incident occurs that common sense and/or previous experience indicate could result in legal and/or disciplinary action, the routine destruction of district records relating to the incident must be suspended until such time as the legal or disciplinary action, or the likelihood of such action, has concluded. The Federal Rules of Civil Procedure (FCRP) as amended in December of 2006 specifically require litigants to be able to produce pertinent electronically stored information (ESI). FCRP's Rule 37(f) specifically acknowledges the need for routine deletion of records. The issue becomes one of a "good faith" effort to stop record destruction when necessary. The committee's (responsible for developing the rules) notes on this matter state;  
*"When a party is under a duty to preserve information because of pending or reasonably anticipated litigation, intervention in the routine operation of an information system is one aspect of what is often called a 'litigation hold.' Among the factors that bear on a party's good faith in the routine operation of an information system are the steps the party took to comply with a court order in the case or party agreement requiring preservation of specific electronically stored information."*<sup>11</sup>

Records that cannot be produced in a timely manner and/or have been destroyed when common sense and/or previous experience indicated legal and/or disciplinary action could result can cause the district unnecessary and expensive trouble. Besides the inevitable bad public relations of having destroyed records that, the press will be sure to point out, obviously should have been retained, there can also be significant financial costs and/or penalties for the process of attempting to retrieve the records. ASBA would like to stress that deleting electronic records doesn't really get rid of them until they have been overwritten several times by new entries. The process of getting to the supposedly deleted records can be a costly one.

<sup>11</sup> If there is any doubt concerning the need to retain, prudence would dictate retention.

<sup>12</sup> While there is a need and/or a place for different formats of document storage/retention (paper, audio tape, video tape, micro-fiche, computer disk), the space required for records storage quickly tilts the equation in favor of electronic methods to the maximum extent possible. The vast majority of documents can be transferred electronically (if created electronically) or scanned into a digital format (if created on paper) and stored on external hard drives, firewalls, servers, tape drives, CDs or DVDs. While this method/process is not free, it can be relatively inexpensive and quite possibly save the district money in the long run when stored records are needed. Consult with your district's technology person to devise the system that will best meet your district's needs, but here are a few points to consider. 1) When scanning, store the documents as PDFs which uses little memory space. If you do the scanning in an Optical Character Recognition (OCR) format, the final documents can be stored in a data base and searched which can save you many hours and much frustration when you need to retrieve something (which is, after all, the reason for the storage). 2) Make multiple copies of the stored documents on separate external storage devices and store the duplicate devices at separate locations to ensure the survival of at least one copy if there is a fire or natural disaster that destroys one of the storage sites. This should be included as part of the district's Disaster Recovery Plan. 3) It is important to remember that technology gets old and obsolete. This

## **7.15—RECORD RETENTION AND DESTRUCTION**

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necessitates that you establish a schedule or a trigger for the updating of the stored data/documents that are to be retained for more than 10 years. For example, CDs and external hard drives are being replaced with storage servers or cloud-based storage. In short, you need to include file format update/upgrades as part of your district's technology plans.

Cross References: 1.22—RECORDING OF BOARD MEETINGS

Policy 3.19—LICENSED PERSONNEL EMPLOYMENT

4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING

Policy 7.16—INFORMATION TECHNOLOGY SECURITY

Policy 8.13—CLASSIFIED EMPLOYMENT

Legal References: A.C.A. § 5-1-102

A.C.A. § 5-1-109(c)(2), (g)

A.C.A. § 6-13-619

A.C.A. § 6-17-104

A.C.A. § 6-17-2301

A.C.A. § 6-18-901

A.C.A. § 6-24-102(8)(15)

A.C.A. § 6-24-105(d)

A.C.A. § 6-24-106(c)(6)

A.C.A. § 6-24-107(c)

A.C.A. § 6-24-115

A.C.A. § 18-28-211

A.C.A. § 21-3-302, 303

A.C.A. § 25-19-106

A.C.A. § 27-23-207

DESE Rules Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members, and Other Parties

DESE Rules Governing the Arkansas Educational Support and Accountability Act

26 C.F.R. § 31.6001-1

34 C.F.R. § 99.2

35 C.F.R. § 106.45

49 C.F.R. § 382.701

49 C.F.R. § 382.703

Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: February 20, 2008

Last Revised: May 2013, June 2015, June 2019, April 2020, June 2020

## 7.15F—RECORD RETENTION AND DESTRUCTION FORM

### Greene County Tech School District

#### **Authorized User Acknowledgement**

I have received and reviewed a copy of the Greene County Tech School District's Record Retention and Email Retention Policy. I understand that any violation of these policies may subject me to disciplinary action, up to and including dismissal, as well as possible civil and criminal penalties.

*Signature*

*Date*

*Printed Name*

*Building*

#### **Effective Date**

This policy will become effective upon approval by the Greene County Tech School Board.

#### **Revision History**

Adopted \_\_\_\_\_ (February 20, 2008)

## 7.16—INFORMATION TECHNOLOGY SECURITY

Page 1

The superintendent shall be responsible for ensuring the district has the necessary components in place to meet the district's needs and the state's requirements for information technology (IT) security. To aid the superintendent in creating, monitoring, and updating the District's IT Security system, the superintendent shall appoint an information security officer (ISO). The ISO shall be responsible for:

- a) Overseeing the District-Wide IT security system;
- b) Development of District IT policies and procedures;
- c) Development and leading of employee training on the IT Security requirements;
- d) Ensuring compliance with the adherence to the Division of Elementary and Secondary Education (DESE) IT Security standards.

The ISO shall work with other IT staff, the superintendent, and district management appointed by the superintendent to develop a District IT Security system necessary to meet the requirements of this policy and DESE's standards. The IT security system shall contain the necessary components designed to accomplish the following:

1. The District IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT Security system, "sensitive data" is any and all student and employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA);<sup>1</sup> and
- Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All District employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee's personal responsibility for protecting student and employee information.

2. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.

User workstations shall not be left unattended when logged into sensitive systems or data that includes student or employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumbdrives, cellphones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office's Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room access control shall be enforced using \_\_\_\_\_<sup>2</sup> to allow unescorted access only to IT or management staff who require the access to perform their job functions.

3. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (District) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The District shall maintain a network configuration management program that includes at a minimum:

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internetfacing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through \_\_\_\_\_<sup>3</sup>.

All wireless access shall require authentication. The DISTRICT wireless networks will deploy network authentication and encryption in compliance with the Arkansas State Security Office’s Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the District internal network shall be achieved using encryption. Appropriate WARNING BANNERS shall be implemented for all access points to the District internal network.

4. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The District shall enforce strong password management for:

- Employees and contractors as specified in Arkansas State Security Office Password Management Standard.
- Students as specified in Arkansas State Security Office K-12 Student Password Management Best Practice.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

User access shall be granted and terminated upon timely receipt of a documented access request/termination . All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:

- Invalid logon attempts;
- Changes to the security policy/procedures; and
- Failed attempts to access objects by unauthorized users.

IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

5. Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

- a) Planning, requirements, and design;
- b) User acceptance testing (UAT);
- c) Code reviews; and
- d) Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

- Documentation of any change, including changes to both infrastructure and application;
- Management approval of all changes; and
- Controlled migration to production, including testing as appropriate.

6. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The District shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

- a) Emergency contacts;<sup>4</sup>
- b) Incident containment procedures; and
- c) Incident response and escalation procedures.

7. To ensure continuous critical IT services, the District ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the District IT operations.

The District-Wide business continuity plan shall include at a minimum:

- Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle.

- A secondary backup processing location, such as another School or District building, shall be identified.
- A documented calling tree with emergency actions to include:
  - Recovery of backup data;
  - Restoration of processing at the secondary location; and
  - Generation of student and employee listings to ensure an accurate head count.

8. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

- a) File/print servers;
- b) Workstations;
- c) Email servers;
- d) Web servers; and
- e) Application and database servers.

Malicious software protection shall include:

- Weekly update downloads;
- Weekly scanning;
- The malicious software protection to be in active state (realtime) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.<sup>5</sup>

Notes: <sup>1</sup> More information on FERPA may be found in Policy 4.13—PRIVACY OF STUDENTS’ RECORDS/ DIRECTORY INFORMATION.

More information, including a copy of DESE IT Security Policy, may be found at <https://adedata.arkansas.gov/security>.

<sup>2</sup> Insert the method used to restrict access. The types of methods suggested are keys, electronic card readers, or a similar method.

<sup>3</sup> Insert your method for segmentation of the network. The recommended methods are firewall, router, virtual local area network (VLAN), or a similar network access control device that does not allow internet traffic to access any internal system without first passing through a DMZ or network device rule set.

<sup>4</sup> The list of recommended emergency contacts contains:

- a) Vendors;
- b) DIS;



- c) DESE/APSCN;
- d) Law enforcement; and
- e) District employees.

In addition to other notifications, A.C.A. § 10-4-429 requires the submission of a written initial report of the known facts of the compromise of the security, confidentiality, or integrity of an information system maintained by a public entity, which includes schools, to Arkansas Legislative Audit within five (5) business days after learning of the security incident. Regular updates must be provided to Arkansas Legislative Audit until the investigation of the security incident is closed.

<sup>5</sup> DESE recommends that districts consider implementing enterprise servers for required updates to conserve network resources.

Legal Reference: Commissioner’s Memo RT-15-010, A.C.A. § 4-110-101 et seq.  
A.C.A. § 10-4-429

Date Adopted: June 2009

Last Revised: June 2015, June 20, 2017, June 2019, April 2022

## 7.17—FOOD SERVICE PAYMENT

Page 1

### Breakfast and Lunch Program/Meal Charge Policy

Greene County Tech School District has a very economical and nutritious lunch program. Students are encouraged to eat a good, well-rounded meal each day in the cafeteria. Parents and guests are welcome to eat lunch with students. Parents and guests may bring food in the building for breakfast/lunch for their child only.

The Greene County Tech School District has a very economical and nutritious lunch program. Students are encouraged to eat a good, well-rounded meal each day in the cafeteria. Parents and guests are welcome to eat lunch with students. Parents and guests may bring food in the building for breakfast/lunch for their child only.

Each student will have a breakfast/lunch account.

Students housed in GCT Primary School will be issued a breakfast/lunch card the first day of school. The card will be scanned by computer and the price of the meal will be deducted from the student's account. The student must be present to present the card to the computer operator. Regular pay and Federal Assistance cards are identical in appearance.

Students housed in the Elementary, Intermediate, Middle School, Jr. High and Sr. High will use a key pad system to enter his/her own I.D. number. This number is the student's school I.D. number which follows the 2807. As with the cards, the price of the meal will be deducted from the student's account.

### Meal Payment

Meals, a la carte, or other food and beverage items may be purchased by either providing payment for the items at the time of receipt or by prepaying the student's account. Staff and parents, or students, may pay for meals, a la carte, or other food and beverage items through either of the following methods:

- Providing cash or check to be deposited into the students account.
- Depositing funds through the District's online service EZSchoolPay.com. This is a free service offered to help both schools and parents. Parents will be able to view real time meal account balances which are updated every 10 minutes. You will also be able to view a history of the last 10 serving days. You can access this by visiting EZSchoolPay.com and registering your parent account, then linking your student to the account. You will need your student's I.D. # to set up their EZSchoolPay account. Through the EZSchoolPay.com you will also be able to pay on your students account on line. To access this feature you have to pay a transaction service bank fee. Another service that is offered is linking all accounts in your family together as a family account. You can contact the GCT Food Service office at 870-215-4417 or the computer person in the cafeteria where your students are served and the staff members will set up the linked family account for you. With a joint family account, all of your students will share one account and one balance. You can send one payment with whichever student you chose to be deposited into the family account or pay online. You will have only one account to keep up with. Please contact the Food Service Department with any questions you may have about this service.

### Meal Charges

The Greene County Tech School District will allow staff or students to charge up to 75 dollars for meals, a la carte, or other food and beverage items available for purchase in the school food service area. In the event an account reaches excess of the charge limit, parents of students with excessive

## 7.17- FOOD SERVICE PAYMENT

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charges will be contacted by authorized District personnel regarding the student account. Parents will be encouraged to:

- Fill out necessary Federal Assistance documentation if not already on file
- Sign up for EZSchoolPay.com for easy access to account balances if not already enrolled
- Work out a payment plan for the excess charges and make necessary arrangements for the student to be allowed to continue in the meal service program.

The food service department sends weekly payment reminders home with each student. Balances may be seen

in real time using the EZSchoolPay app mentioned above. It is the parent/guardian's responsibility to see that

the weekly statements are reviewed and the balance is kept current. Failure to do so could result in your account being turned over to a collection agency and filed in small claims court.

### Meal Substitutions

The Food Service Department is required to have a School Meal Certification of Disability completed by your physician if your child requires a substitute of any type of food. The only type of substitutions that can be provided must be for LIFE THREATENING situations.

Legal References: Commissioner's Memo CNU-17-003  
Commissioner's Memo CNU -17-024

Date Adopted: June 20, 2017, June 2019

## **7.17.1—EXCESS FOOD**

### **Definition**

“Excess food” means any food that remains after the serving of breakfast and lunch to students during the school day; however, “excess food” does not include any food that has expired, been opened, or been consumed.

Excess food shall be handled in accordance with U.S. Food and Drug Administration regulations and Arkansas Department of Health rules.

### **Excess Food Sold a la carte<sup>1</sup>**

Excess food may be sold a la carte no later than the day immediately following the day the excess food was served in the District’s school meal service.

### **Donation of Excess Food**

In reviewing the procedures with the partner non-profit, one factor to consider is if space and time will be provided for students to consume the donated food on campus, if students will be provided the food to take home, or both.

The District contracts out child nutrition services to OPAA, so the donation of food to non-profit organizations is not an option provided to the district by OPAA.

Legal References: A.C.A. § 6-18-716, Commissioner’s Memo CNU-16-033, 7 C.F.R. § 210.10  
7 C.F.R. § 210.11

Date Adopted: June 2019

Last Revised: June 2021

## 7.17.2—NON-DISCRIMINATION IN FOOD SERVICE PROGRAMS

In accordance with Federal law and the U.S. Department of Agriculture (USDA) regulations, the Greene County Tech School District shall not exclude from participation in, deny the benefits of, or subject to discrimination any individual as part of any of the District's food service programs on the basis of race, ethnicity, color, national origin, sex, sexual orientation, gender identity, age, or disability. The District shall not allow reprisal or retaliation against any individual for prior civil rights activity.

Food service program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain food service program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the District, Child Nutrition Unit of the Division of Elementary and Secondary Education of the Arkansas Department of Education, or the USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a food service program discrimination complaint, a Complainant should:

- Complete a USDA Program Discrimination Complaint Form (Form AD-3027), which can be obtained:
  - Online at:  
<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>;
  - Calling any USDA office at (866) 632-9992; or
- Writing a letter addressed to USDA that:
  - a. Contains:
    - 1. The complainant's name, address, and telephone number; and
    - 2. A written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation; and
  - b. Submitted to USDA by:
    - 1. Mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
    - 2. Fax at either:
      - (833) 256-1665; or
      - (202) 690-7442; or
    - 3. Email:  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

The Greene County Tech School District is an equal opportunity provider.

Note: A copy of this non-discrimination notification must be included on all print and non-print food service program materials, including, but not limited to, audio, video, website, brochures, newsletters, and by-laws.

Cross References: 4.50—SCHOOL MEAL MODIFICATIONS  
4.51—FOOD SERVICE PREPAYMENT  
4.58—FOOD SHARING AND ITS REMOVAL FROM FOOD SERVICE AREA  
7.17—FOOD SERVICE PREPAYMENT  
7.17.1—EXCESS FOOD

Legal References: Commissioner’s Memo CNU-22-028  
7 C.F.R. Parts 15, 15a, and 15b  
7 C.F.R. § 210.23  
20 U.S.C. 1681 et seq.  
29 U.S.C. 794 et seq.  
42 U.S.C. 2000d et seq.),  
42 U.S.C. 6101 et seq.  
42 U.S.C. 12101 et seq.

Date Adopted: June 2022  
Last Revised:

## **7.18 – DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY**

State law specifies how the district is to dispose of retained funds in the form of issued but non-negotiated checks that have not been presented for payment within one (1) calendar year. The district shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor's Office.

The district shall make a good faith effort to return physical items that have been left on district property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the district, the district shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three (3) weeks<sup>1</sup> to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing.

The district is under no obligation to retain an abandoned, perishable item left on district property.

Notes: The first paragraph of this policy is short, but it has great importance especially if your district has not been submitting reports as the law requires. Checks are considered to be non-negotiated when they have not been paid by the bank from the school district's checking account and shown as cleared on the school district's bank statement. Funds are considered "unclaimed" after a check has been issued and mailed, but is not presented for payment at the bank or appear on the bank statement in the twelve (12) month period after it has been issued. Districts are required to file annual reports by October 31.

The state auditor's website <http://www.auditor.ar.gov/index.html> has a section that does a good job of explaining the requirements.

<sup>1</sup> You may choose the time period that works for your district. Enforcing the time limit may depend on the item that has been left behind and possible circumstances surrounding how the item was left at the district.

Legal References:     A.C.A. § 18-28-201  
                              A.C.A. § 18-28-202(a)(11), (c), (d)  
                              A.C.A. § 18-28-204  
                              A.C.A. § 18-28-206  
                              A.C.A. § 18-28-207  
                              A.C.A. § 18-28-208(a)  
A.C.A. § 18-28-210(b)(c)  
                              A.C.A. § 18-28-217  
                              A.C.A. § 18-28-221(a)  
                              A.C.A. § 18-28-224

Date Adopted: August 16, 2012  
Last Revised: April 2020

## 7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

Page 1

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses<sup>1</sup> (*service animals*) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual:

- a. If the animal is required because of a disability; and
- b. What work or task has the animal been trained to perform.<sup>2</sup>

While the district is not entitled to ask for documentation that the animal has been properly trained, ~~but~~ the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this policy; no animal brought solely for any of these reasons shall be permitted on school grounds.<sup>3</sup>

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

A service animal shall be groomed to prevent shedding and dander and shall be kept clean of fleas and ticks.

District staff may ask an individual with a disability to remove a service animal from the premises if:



## 7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

- (1) The animal is out of control and the animal’s handler does not take effective action to control it;
- (2) The animal is not housebroken; or
- (3) Making reasonable accommodations for the service animal’s presence would fundamentally alter the nature of the service, program, or activity.

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The District and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the parent is responsible for providing care and supervision of the animal. Prior to working in the school, any person responsible for providing care and supervision of the animal must go through the same process for background checks as required of all employees of the school system.

The District shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.<sup>4</sup>

Individuals should be aware that under Arkansas law the misrepresentation of an animal as a service animal or a service animal in training to a person or entity operating a public accommodation may subject the individual to a civil penalty.

Notes: The Department of Justice has published an FAQ on service animals. A copy may be found on the Policy Resources Page at <https://arsba.org/policy-resources>

Additional information on the distinction of an emotional support animal from a service animal can be found in

A.C.A. § 20-14-1001 et seq.

<sup>1</sup> A service dog may be any breed even if the breed is restricted by a local ordinance. A miniature horse is not one specific breed, but may be one of several breeds, with distinct characteristics that produce animals suited to service animal work. The animals generally range in height from 24 inches to 34 inches measured to the withers, or shoulders, and generally weigh between 70 and 100 pounds. There is a bit more flexibility for Districts in determining if a facility can accommodate a horse than for a dog. Miniature horses are less flexible than dogs and therefore may not fit into smaller spaces as well as a dog. In specific instances when the horse’s size poses a legitimate safety hazard, the horse could be prohibited from that specific event or facility. Keep in mind, however, that if a facility could reasonably accommodate a 24” dog, it could likely accommodate a 24” horse.

<sup>2</sup> Districts are not allowed to ask about the nature or extent of a person’s disability.

<sup>3</sup> This paragraph is optional. The school is not required to allow an individual to bring an animal that is only for crime deterrence, emotional support, or comfort onto school grounds but may do so if it wishes.

<sup>4</sup> The District can only charge an individual with a disability for damage caused by his or her service animal if it charges other individuals for damages they cause.

Legal References: 28 CFR § 35.104, 28 CFR § 35.136, 28 CFR § 36.302

A.C.A. § 20-14-304 A.C.A. § 20-14-308, A.C.A. § 20-14-314, A.C.A. § 20-14-1001 et seq.

Date Adopted June 2009

Date Revised, May 2013, May 2016, June 2019

**Definitions**

“Therapy animal” means an animal that is a graduate of a program through an assistance dog organization that is a member of Therapy Dogs International or a similar nonprofit organization that attempts to select the highest standard of training for animals for the purpose of emotional support, well-being, comfort, or companionship to school district students. Therapy animals are the personal property of a school district employee or volunteer and are not owned by the school district. Therapy animals do not meet the definition of “service animals” under the Americans with Disabilities Act.

“Therapy animal handler” means an employee of the school district or volunteer who has received training and passed an evaluation from Therapy Dogs International or a similar nonprofit organization for handling a specific therapy animal and who will be handling and overseeing care of that specific therapy animal for the entire time the animal is on a District campus.

The District recognizes that specially trained therapy animals can provide educational benefits for District students. District staff who wish to have therapy animals made available to students shall submit a plan to the building principal. The proposal shall address all of the following areas:

1. The location for the therapy animal to be kept when the therapy animal is on campus, which must meet all of the following conditions:<sup>1</sup>
  - a. Direct access to the outdoors to permit the therapy animal to enter and exit the building without using the building’s interior hallways;
  - b. Free of an intake for the building ventilation system or an independent ventilation system;
  - c. Non-porous surfaces, including carpet-free floors, for easy hair removal, cleaning, and sanitation;
2. The proposed therapy animal or the therapy animal service provider:
  - a. The certification the proposed therapy animal has received, including the training required to receive the certification;
  - b. the credentials of the certification providers ;
  - c. Copy(ies) of the temperance evaluation (s) of the proposed therapy animal;
  - d. The credentials of the temperance evaluator(s);
  - e. Proof Demonstrating the therapy animal is current on all vaccinations;
3. Students:
  - a. The set(s) of students whom the therapy animal is intended to serve;
  - b. Proposed training to be provided to students on the appropriate behavior and treatment of the therapy animal;
  - c. Consequences for inappropriate treatment of the therapy animal;
  - d. The anticipated goals for and intended uses of the therapy animal;
4. The therapy animal’s handler must provide:
  - a. The individual(s) who will be responsible for handling the therapy animal;
  - b. Training obtained by the proposed handler(s);
  - c. The credentials of the providers of the handler’s training;
  - d. Proposed schedule for the handler(s) to provide necessary care for the therapy animal, including exercise, feeding, watering, bodily functions, and any cleanup resulting from caring for the animal; and

- e. Proof of an insurance policy that provides liability coverage for the therapy animal while on District property.

The building principal may reject the proposal if:

- The proposal does not meet the requirements of this policy;
- The principal does not perceive any educational benefit to be achieved based on the information contained in the proposal;
- The building principal believes that the time required to meet the needs of the therapy animal is inconsistent with the assigned duties of the school employee(s) proposed as the therapy animal's handler(s); or
- The proposal is otherwise inconsistent with the needs of the school or school building.

The building principal shall submit any proposal the principal desires to be approved to the superintendent, or designee, for final review and approval. If the superintendent, or designee, approves the proposal, the superintendent, or designee, shall submit written approval for an individual documented therapy animal or for a therapy animal service before the individual animal or an animal provided by the therapy animal service may be present on a District campus.

Any approved therapy animal program may have its approval suspended or curtailed, at any time, for any reason. District employees shall not receive any additional pay, stipend, or compensation for providing the therapy animal or for being the handler and/or the owner of the therapy animal. The supervision and care of the approved therapy animal is solely the responsibility of the therapy animal handler(s) when the therapy animal is on a District campus. The therapy animal handler will assume full responsibility and liability for any damage to school district property or injury to district staff, students, or others while the therapy animal is on a District campus. The therapy animal handler must maintain an insurance policy that provides liability coverage for the therapy animal while on District property.

Approved therapy animals must be clean, well groomed, in good health, house broken, and be current on all vaccinations and immunizations. An approved therapy animal shall have appropriate identification identifying it as a therapy animal at all times while on District property. The therapy animal shall be under the control of the therapy animal's handler(s) at all times, which requires the therapy animal be attached to the therapy animal's handler by means of a leash or harness whenever the therapy animal is on District property and outside of its designated room.

The building principal is to receive a verbal report within fifteen (15) minutes of any act of aggression or defensive behavior by the therapy animal towards a human, which includes vocalizations such as growling, or any aggressive or inappropriate behavior by a student directed toward a therapy animal. A full written incident report shall be submitted to both the building principal and the superintendent, or designee, before the close of the following school day. An act of aggression or defensive behavior by a therapy animal shall result in:

- An immediate end of the current student's session with the therapy animal;
- The prohibition of any further interactions between the therapy animal and students for the remainder of the school day; and

- Exclusion of the therapy animal from campus until the superintendent, or designee, completes an investigation and authorizes the therapy animal's return to campus.

At no time will a therapy animal be taken through a District building to meet with a student. Students who have time scheduled with a therapy animal shall go to the room where the therapy animal is located. A student shall not schedule or attend a session with the therapy animal until the student's parents, or the student if over eighteen (18) years of age, provides written authorization for the student to use the services of a therapy animal.

If a student demonstrates symptoms of an allergic reaction during or after a session with the therapy animal, the student's parents shall receive written notification of the possibility of their student's allergy and that the student shall not have any future sessions with the therapy animal. If other student's in the same classroom demonstrate symptoms of an allergic reaction following a student's return to class after a session with the therapy animal, no further sessions with the therapy animal shall be scheduled for students in that classroom and the parents of a student who demonstrated symptoms of an allergic reaction shall receive written notification of their student's possible allergy.

This policy is not intended to, and does not, allow students, parents, or staff to bring emotional support animals onto any District campus. Individuals who bring an animal onto a District campus that does not meet the definition of a service animal under policy 7.19—SERVICE ANIMALS or that has not been approved under this policy shall be asked to leave campus. Repeated violations may result in disciplinary or legal action.<sup>2</sup>

Notes: This is an optional policy. If you do not wish to allow therapy animals on campus, do not adopt this policy. The Department of Justice has published an FAW on service animals. A copy may be found on the Policy Resources page at: <https://arsba.org/policy-resources>

<sup>1</sup> While none of the items on this list are required by law, the items included for the room standards are very strongly recommended in order to try and lower potential allergy issues.

<sup>2</sup> This paragraph is very important to ensure that a distinction is made between certified therapy animals, service animals, and animals an individual may have just for the emotional support the animal provides.

Cross Reference: 7.19—SERVICE ANIMALS

Date Adopted: April 2018

Last Revised:

## **7.20 – ELECTRONIC FUND TRANSFERS**

District funds shall only be disbursed by the district treasurer upon the receipt of checks or warrants signed by the District Board of Directors' Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes of this policy, "initiated by the District" means the District controls both the timing and the amount of the funds transfer.

The district treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

"Other appropriate documentation" includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds. <sup>1</sup>

Notes: <sup>1</sup> Commissioner's Memo Com-12-036 suggests the use of email as a way to obtain pre-authorization for non-recurring transactions. You may add to or change this language to reflect district practice provided adequate internal control is maintained for such transactions.

The Commissioner's Memo strongly discourages use of district debit cards. While we did not include any language to that effect in this policy, we agree with both the ADE and Legislative Audit that districts would be wise to avoid their use. The occasional use of District credit cards is unavoidable, but Legislative Audit urges stringent internal controls to help ensure such use is not abused.

Cross Reference: 1.16 —DUTIES OF BOARD DISBURSING OFFICER

Legal References: A.C.A. § 6-13-701(e)  
Commissioner's Memo Com-12-036

Date Adopted: August 16, 2012

Last Revised:

## **7.21—NAMING SCHOOL FACILITIES**

Except as otherwise permitted in this policy or Arkansas law, the District shall not name any building, structure, or facility, paid for in whole or in part with District funds, for an individual living at the time of its completion who, in the ten (10) years preceding its construction, was elected, or held, a federal, state, county, or municipal office and received a salary for his/her service.

Exceptions to the preceding paragraph may be made when a building, structure, or facility is a constructed through the use of at least 50% private funds or, the name refers to:  
an individual(s) living at the time of its completion and who has historical significance;  
an individual who is or has been a prisoner of war; or  
a living individual who is at least 75 years of age and is retired.

Legal Reference: A.C.A. § 25-1-121

Note: This policy was triggered by Act 1225 of 2013. Prior to the act there were no statutory naming restrictions applicable to school districts. The key language in the new restrictions is the person must be either elected or held office and received a salary for the office. This would exempt, for example, school employees and also school board members, but would include the Commissioner of Education, the governor, or a federally appointed judge.

Date Adopted: July 2013

Last Revised:

## **7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS**

**Page 1**

The Superintendent, or designee, may negotiate for the private sponsorship of an event to take place during the time allotted for a half-time break of any of the District's interscholastic activities. The amount of time for a half-time break shall not be extended for the event. Sponsorship must be pre-approved by the Arkansas Activities Association (AAA) office.<sup>1</sup>

The school district shall not discriminate against potential sponsors based on political affiliation, religion, or perceived message. The superintendent, or designee, may decline sponsorship for any of the following reasons:

The sponsored event would conflict with school or school group presentations;

The proposed event would be logistically impracticable due to the estimated time, required materials for the event, or for other reasons associated with the implementation of the event;

The proposed event would make continuation of the interscholastic activity impracticable due to residual mess/trash resulting from the activity; or

The proposed event would present an unacceptable safety risk to students or viewing audience.

The superintendent's, or designee's, decision to accept or decline the proposed sponsored event shall be final.

Any potential sponsor shall be required to demonstrate proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that would cover the event. The sponsor must also agree to indemnify the school against any damages to school property, school employees, students, or bystanders that arise as a result of the sponsored event as well as from any law suits that are filed in response to such damages.

There shall be no live or recorded speech, music, or other media provided by the sponsor used during the sponsored event.<sup>2</sup> A member of the school's administration shall announce the name of the sponsor of the event and shall be present to assist in conducting the event. The school administrator shall be a neutral participant and shall only make content neutral statements during the event. To meet this standard, the administrator shall not promote or act in a manner that creates the appearance, or that could give the impression, that the District sponsors, endorses or otherwise agrees with the product, person/group, or event being promoted by the sponsor. No school employee may act as the representative of a sponsor or wear attire/apparel that is provided by the sponsor or that could be interpreted as promoting the sponsor's interests. Employees or representatives of/affiliated with the sponsor may be present at the event and stand with the member of school administration who is announcing and conducting the event; such employees/representatives of the sponsor may wear clothing identifying them as sponsors of the event.

The superintendent, or designee, shall have the authority to regulate the time, place, and manner of the distribution of promotional materials by the event sponsor. "Promotional materials" includes, but is not limited to, pamphlets, pens/pencils, sports equipment (whether miniature or full sized), or clothing. The event sponsor shall provide the superintendent, or designee, with a complete list of the types of promotional materials the event sponsor intends to distribute at the event so that the superintendent, or

## 7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS Page 2

designee, may make an informed decision on the time, place, and manner of distribution that would result in the least amount of disturbance with the interscholastic activity.

The superintendent, or designee, should take the following into account when determining the best time, place, and manner of distribution of promotional materials:

Whether the promotional materials could be a distraction to participants in the interscholastic activity due to the promotional material emitting light or noise;  
Whether the promotional materials have a high possibility of being able to be used against participants of the interscholastic activity to attempt to alter the outcome of the activity;  
The possibility that the promotional materials would be left by recipients to become litter; and  
The possibility that the promotional materials would divert the attention of the audience from the interscholastic activity.

The superintendent, or designee, shall limit the distribution of promotional materials to audience members when they are entering the school building/arena, during the sponsored half-time event, and/or when they are leaving the school building/arena. The superintendent's, or designee's, restrictions on the time, place, and manner of promotional materials shall be final.<sup>3</sup>

Any funds received through private sponsorship shall be placed in the District's Activity Account. The superintendent, or designee, should follow the policy for receiving public gifts or donations when negotiating the sponsorship amount, as set forth in policy 6.3—Public Gifts and Donations to the Schools.

No student that participates in any interscholastic activity governed by AAA shall be permitted to receive any form of compensation for participating in the privately sponsored event. Compensation includes, but is not limited to, cash/checks, gift certificates, or expenses for a trip.

Notes: <sup>1</sup> Failure to get a sponsored event pre-approved by AAA could lead to the district receiving sanctions.

Paraphrasing the AAA Handbook, a student member of an interscholastic activity may lose eligibility to participate in future AAA governed interscholastic activities if the student participates in a sponsored event that is not pre-approved by AAA.

<sup>2</sup> The purpose of the media restriction is to protect the District from First Amendment lawsuits. First, the restriction prevents the District from being sued based on any misperception that the District endorses any perceived message resulting from the provided media. Second, having such a restriction provides the District protection from suits that the District has been limiting, or not limiting, the content of any message. Third, the restriction prevents the creation of an open forum as it does not allow for any input from the community.

<sup>3</sup> While no law requires time, place, or manner restrictions on the distribution of materials, restrictions that are reasonable are constitutional. The examples in the paragraph are not intended to be exhaustive, but can be used to help you in choosing how best to limit possible interference with the extracurricular event. Limiting the distribution to only audience members will help prevent potential AAA violations, especially regarding student participants.



Cross References: Policy 6.3 —Public Gifts and Donations to the Schools  
Legal References: 2013-2014 AAA Handbook  
DESE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Date Adopted: July 2014  
Last Revised:

**7.22F—EVENT SPONSOR AGREEMENT**

The Greene County Tech School District (hereafter “District”) and \_\_\_\_\_ (hereafter “Sponsor”) agree that Sponsor shall be permitted to sponsor an event to take place during the half-time break of the interscholastic activity that is scheduled on \_\_\_\_\_.

Sponsor promises to pay to District the amount of \_\_\_\_\_ for the privilege of being announced as the sponsor of the above event.

Sponsor agrees to abide by District’s time, place, and manner restrictions on the distribution of all promotional materials related to the above sponsored event.

Sponsor has provided District proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that will cover the above event.

I, \_\_\_\_\_, acting as a lawful an authorized representative of Sponsor, certify that I have the authority to enter into this agreement, and authorize payment to District. I understand that the half-time event will not be scheduled until this agreement is fully executed and full payment under this agreement has been received by District.

**Indemnification Agreement**

Sponsor promises to indemnify, hold harmless, and defend District, its agents and employees from any lawsuits, causes of action, claims, liabilities, and damages of any kind or nature, including, but not limited to: attorney’s fees and costs arising from this contract, whether such attorney’s fees and costs are attributable in whole or in part to any act, omission, or negligence of District, it’s agents or employees, and including, but not limited to, any and all lawsuits, causes of action, claims, liabilities and damages, as provided above which District, its agents or employees may sustain by reason of any failure by Sponsor to indemnify as provided herein, or any failure by Sponsor to otherwise perform its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from this agreement.

I, \_\_\_\_\_, acting as a lawful an authorized representative of Sponsor, certify that I have read, understood, and accept the above indemnification agreement.

\_\_\_\_\_  
Sponsor Representative’s Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_, acting as a lawful and authorized representative of District certify that Sponsor has tendered the promised amount and has met all the requirements to be a sponsor as set forth in District Policy 7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS.

\_\_\_\_\_  
District Representative’s Signature

\_\_\_\_\_  
Date

## 7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

Page 1

### Definitions

“Dependent”, for purposes of this policy, means an employee’s child(ren) and/or spouse who are enrolled by the employee in health care coverage through the District’s health care plans.

“Full-time school bus driver” means a person employed by the District to drive regular routes during the annual school year:

1. Who contracts with the District to operate a school bus for at least seven hundred twenty (720) hours during the school year;
2. Whose primary source of income during the school year is obtained by operating a school bus for the District; or
3. Who contracts with the District to operate a school bus and is designated by the superintendent as a full-time school bus driver, regardless of the number of hours for which the person is contracted.

“Full-time employee”, for purposes of this policy, means an employee who is:

- a. In a position<sup>1</sup> requiring on average thirty (30) hours of actual performance per week during the annual school year; or
- b. A full-time school bus driver.

“Responsible individual” means a primary insured employee who, as a parent or spouse, enrolls one or more individual(s) in health care coverage through the District’s health care plans.

“Variable hour employee”, for the purposes of this policy, means an individual, other than a full-time school bus driver, who has no base minimum number of hours of performance required per week.

### Health Insurance Enrollment

All full time District employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan;<sup>2</sup> and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee’s measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is eligible for health insurance.<sup>3</sup> New full time employees have sixty (60) days following the start date of the employee’s contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee’s contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage.<sup>4</sup> Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event<sup>5</sup> have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.

## **7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT**

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The District shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).<sup>6</sup>

### **District Contribution to Premiums**

At a minimum, the District shall distribute the established contribution rate to all employees who are enrolled in one of the PSELHIP plans.<sup>7</sup> In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:<sup>8</sup>

- 1) Completes his/her contract with the District;
- 2) Provides the District with notice that the employee is transferring to another district by no later than the Friday following the last student contact day.
- 3) Provides the District with proof of employment at another Arkansas district; and
- 4) Has the employee portion of the premium deducted from his/her end-of-year checks or pays the District business office the employee's portion of the premium by the 15th<sup>10</sup> of both July and August.

### **Measurement Method of Employee Hours<sup>3</sup>**

Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

Option 2: The District uses the monthly measurement method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

### **W-2**

For all full-time employees who are enrolled in a PSELHIP plan, the District shall indicate in box twelve (12) of the employee's Form W-2 the cost of the employee's health care coverage by using code "DD".<sup>11</sup>

### **IRS Returns**

The District will electronically file with the IRS by March 31 of each year the forms<sup>12</sup> required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

### **Statement of Return**

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return<sup>13</sup> filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar

## 7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

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year following the calendar year the information in the Statement covers. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependent(s). The Statement will be mailed to the employee's address on record.

### Record Retention

The District shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15—RECORD RETENTION AND DESTRUCTION.

Notes: This Policy is not intended to provide information on the specifics of the differences between the available PSELHIP plans; such information may be requested from the Employee Benefits Division (EBD).

<sup>1</sup> Although Arkansas's statutory language is “a position”, the Fair Labor Standards Act and the Affordable Care Act both state that the determination of total number of hours is based on the specific employee rather than the number of contracts/positions an employee has with the same employer. We believe that the Federal laws allow you to have an employee under separate contracts so long as you combine the number of hours from each contract to reach a total number of hours for that employee.

Example: An employee has two contracts with your district, one for a bus driver and one for a custodian. The bus driver contract is for twenty (20) hours each week and the custodian contract is for fifteen (15) hours each week. The employee is treated as providing thirty-five (35) hours for your district and would be eligible.

<sup>2</sup> EBD permits an employee to insure his/her spouse through the PSELHIP when the employee's spouse is a state employee or a public school employee.

<sup>3</sup> The Missouri School Boards Association has an excellent document containing more information on variable hour employees, selecting a measurement method, and setting up procedures for calculating hours. The document can be found at <https://arsba.org/policy-resources>.

<sup>4</sup>The start date of the employment contract is important because it triggers the start of the sixty (60) days the employee has to elect coverage. Our understanding is that EBD will use the date the employee

is entered into APSCN to determine the start and end dates of the sixty (60) day period. The date an employee should be entered into APSCN as having been hired is the first date the employee's contract covers rather than the date the board voted to employ the individual ; for example:

1) The start date for an employee whose contract is from July 1 to June 30 would be July 1 even if the employee is not required to report for duty until a later date.

2) The employee has a 190 day contract with a first day of duty of Aug. 7<sup>th</sup> and runs through May 29<sup>th</sup>. The start date is August 7<sup>th</sup>.

## 7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

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<sup>5</sup> Qualifying Status Change Events include: change in number of dependents due to birth, adoption, death, or loss of eligibility due to age; change in marital status due to marriage, death, divorce, legal separation, or annulment; change in employment status; and loss or gain of group coverage. EBD requires supporting documentation of the qualifying status change event be attached to the application for a change in coverage.

<sup>6</sup> A consumer-driven health plan option is a health insurance plan that qualifies as a high deductible health plan. Currently, the PSELHIP plans that qualify as consumer-driven health plans are the Classic and Basic Plans. Districts may satisfy the training requirement by allowing a representative from the EBD's list of approved vendors to speak with the district's employees.

<sup>7</sup> The amount for the minimum contribution rate is established by the House and Senate Education Committees as part of the adequacy review process.

When a district employee has elected the employee and spouse plan or the family plan and the employee's spouse also works for the district, the employee who is the primary insured individual is the only individual considered to have "elected to participate"; thus, the district is only responsible to pay a contribution rate for one employee rather than for both the employee and spouse.

<sup>8</sup> This is optional language from the SHIP Rules, which has the intent to provide some uniformity across the state on how to handle the summer contract gap period and provide increased certainty for personnel. If your district elected not to participate in the program, replace this language with "The District does not participate in the State Health Insurance Portability program" and renumber the remaining footnotes. Participation in the program provides that personnel who are transferring from one participating Arkansas district to another participating Arkansas district have two Options:

- a) Legally, each school district is a separate employer; as a result, employees who transfer from another district have the option to be treated as a new employee for health insurance. As a new employee, the employee has the option to select a different level of insurance (Move from the Basic Plan to the Premium Plan or vice versa), add or drop dependents, and be eligible to receive the wellness discount. However, the employee will have all deductibles reset. Transferred employees who wish to be treated as a new employee are required to timely inform the district he/she is transferring from that the employee desires a break in coverage and to not have payments made on health insurance for July and August; these employees will be required to submit a new election form to EBD in order to have their health insurance reinstated.

The transferred employee may elect to continue existing coverage through the new district. An employee who chooses this option may not change plan types, add or drop dependents, and will only receive the wellness discount if the employee had qualified for the discount prior to transferring to the new district. Employees who wish to be treated as a transferring employee instead of a new employee will need to have the district the employee is transferring from indicate in the EBD task for employee termination that the reason for their termination is due to a transfer and have their new district submit a Notice of Public School Employee Transfer

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Form to EBD. For an employee to be eligible for this option, both the employee's former district and the new district must participate in the SHIP program.

A copy of the SHIP Rules may be found at <https://arsba.org/policy-resources>. and more information on procedures may be found in EBD's Public School Employee Benefits Administration Manual.

<sup>9</sup> We have put in a floating date to indicate when employees have to advise that they are transferring that allows the policy to automatically take into account any extensions due to school being closed.

<sup>10</sup> The 15<sup>th</sup> is only a recommended date. The date must be set to allow a reasonable amount of time for collection from the employee but still allow the district to make a timely payment for health insurance premiums to EBD.

<sup>11</sup> This information has no impact on the employee's taxes as the employee portion of the health coverage premium is still excluded from earned income. The inclusion on the Form W-2 is for informational purposes only.

<sup>12</sup> The two forms districts will be required to complete are Form 1094C and Form 1095C. Form 1095C, like a W2, is specific to each full time employee. Form 1094C, like a W3, is a transmittal form that covers all the 1095C submitted to the IRS as well as some additional information.

<sup>13</sup> The IRS Return that will be sent to each full-time employee is a copy of the Form 1095C the district submits to the IRS on the employee.

Cross Reference: 7.15—RECORD RETENTION AND DESTRUCTION

Legal References: A.C.A. § 6-17-1117

A.C.A. § 21-5-401 et seq.

26 C.F.R. § 54.4980h-0 et seq.

26 C.F.R. § 31.6001-1

26 C.F.R. § 301.6056-1

Date Adopted: June 2015

Last Revised: June 20, 2017, June 2019, June 2022

**7.23F—LICENSED PERSONNEL ELECTRONIC RECEIPT OF STATEMENTS  
CONSENT FORM**

To receive an electronic copy of the statement concerning the tax information for your health insurance coverage, please complete the following information:

Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

(The phone number and mailing address shall only be used for the purpose of acquiring a replacement e-mail address to send a copy of the Statement of Return (Statement) in the event the District receives an “unable to deliver” notification when the District sends an electronic copy of the Statement to the provided e-mail address.)

**Disclosures**

An individual who consents to receive an electronic copy of the Statement shall be deemed to be aware of, and agree to, the following disclosures:

I shall receive a paper copy of the Statement unless I consent to receive an electronic copy; My consent to receive an electronic copy of the Statement shall be effective for all future Statements unless I withdraw my consent<sup>1</sup> or it is terminated in accordance with this agreement; The District shall terminate the sending of electronic Statements upon the occurrence of any of the following:

- Thirty (30) days<sup>2</sup> after the District receives a written request to withdraw consent;
- There is a change in hardware or software that has a material impact on my ability to receive the electronic version of the Statement;
- February 1 of the year following any of the following:
  - Termination of my employment;
  - My retirement from employment;
  - My death;

I may request a paper copy of the Statement even though I have consented to receive an electronic copy of the Statement. The request for a paper copy must be in writing, either electronically or on paper, and shall be delivered to the \_\_\_\_\_.<sup>3</sup> A request to receive a paper copy shall not constitute a withdrawal of consent to receive an electronic copy of the Statement unless I affirmatively state that the request constitutes a withdrawal.<sup>4</sup>

I shall receive from the District through either mail or e-mail a confirmation of my withdrawal of consent and the date the withdrawal shall become effective;



A withdrawal of consent shall not apply to an electronic copy of the Statement that is sent prior to the effective date of the withdrawal;

I am responsible for making sure that the District has my current contact information. I may update any changes to my contact information by sending an amended copy of the Electronic Receipt of Statements Consent Form to the \_\_\_\_\_;<sup>3</sup>

The District shall contact me with any changes in the District's contact information;

The District shall furnish electronic copies of the Statement in the Portable Document Format (PDF);<sup>5</sup> Arkansas or Federal law could require the printing of a copy of the Statement to attach to a Federal, State, or local tax return;

The e-mail containing the electronic copy of the Statement shall have the subject line of "Important Tax Return Document Available" in all capital letters.

I certify that I have read the disclosures and that I wish to affirmatively consent to receive my copy of the Statement in an electronic format.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Notes: <sup>1</sup> While you can have the consent be effective for only one Statement rather than for all future Statements, this language tracks the language in Policy 7.23 and is recommended because mailing paper copies of the Statement of Record could prove costly to districts. Since sending electronic copies is much cheaper and faster than paper copies, we have chosen to make the default position in both this Form and the associated policy be to extend to all future statements to lessen the costs to Districts. If you choose to have the consent be effective for only one Statement rather than for all future Statements, change the language to read "I understand that my consent shall only be effective until February 1 of the following year." If you change the language in this Form be sure to change the language in Policy 7.23 to match.

<sup>2</sup> The ACA allows you to change the implementation date of the withdrawal of consent from the policy's suggested 30 days to range from the day the withdrawal is received to sixty (60) days after it is received.

<sup>3</sup> Fill in this blank with the name, phone number, mailing address, and e-mail address of the district office in charge of handling the Statements; this information is required to be in the consent form signed by the employee.

<sup>4</sup> Alternatively, this sentence may be changed to allow that any request for a paper copy of the statement shall constitute a withdrawal of consent to receive an electronic copy; such a change would obligate the district to supply future copies to the employee on paper and is not recommended due to the increased costs to districts.

<sup>5</sup> The ACA does not require statements be provided as a PDF; however, the law does require that there is uniformity between all documents sent electronically to the employee. This means that the Electronic Receipt of Statement Consent Form, the statement, and any other documents related to the statement that are sent electronically by the District to the employee must be in the same format. Since documents provided by the IRS are traditionally PDFs, that is the suggested format.

## **7.24- ADVERTISING ON SCHOOL BUSES**

Under the authority granted by A.C.A. § 6-19-129 and the Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses:<sup>1</sup>

The District has chosen **NOT** to permit the selling of advertising space on District owned school buses and shall **NOT** use the space provided by law for any purpose.<sup>2</sup>

Legal References: ACA 6-19-129, ACA 7-1-111, Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses, 7 C.F. R 210-.31

The board of education is authorized to purchase vehicles and otherwise to provide means for transporting pupils to and from school, when necessary. The board may purchase buses or other vehicles and hire persons to operate them, affording safe transportation to the pupils of the school district. Riding a bus is a privilege and not a right. Buses purchased by the board shall be of such specifications as may be provided by uniform rules and regulations of the Arkansas Division of Public School Academics and Transportation.

**BUS**

**ACT 999** describes a school bus as: A) A motor vehicle designed to carry more than ten (10) passengers; (i) owned by a public or a governmental agency or a private school and operate for the transportation of students to or from school or school-sponsored activities; or B) A motor vehicle designed to carry more than twenty-five (25) passengers is exempt from this section if the motor vehicle is: (i) owned by a public or a governmental agency or a private school and operated for the transportation of student to or from school-sponsored activities but not used to transport students on any scheduled school bus route.

**BUS ROUTES**

Bus routes and schedules will be set by the director of transportation. These schedules and routes are the results of previous procedures, and locations of students. In order to establish appropriate guidelines, which may be followed for future bus route extensions, the following will be observed:

Distance

Road must be maintained for one (1) year by the county

Surface must be gravel or better

Entrance and exit must be safe and have good vision

Turn around must be adequate as determined by the director of transportation

Other circumstances that might be relevant to the safety, health, or welfare of students.

The superintendent has delegated authority to re-route any bus. The responsibility for transportation for a student from his/her resident school district shall be borne, generally, by the student. **IT IS NOT THE RESPONSIBILITY OF THE DISTRICT TO PROVIDE BUS TRANSPORTATION TO SCHOOL CHOICE STUDENTS.** The district will attempt to establish transfer points where parents may meet busses of students who are on school choice.

**SAFETY/REPAIRS**

The board of education requires that all vehicles used for the transportation of students be inspected annually or as authorized by Arkansas Division of Public School Academics and Transportation. Any bus found to be deficient shall not be used to transport students until the appropriate repairs have been made and the deficiency had been removed. All vehicles used for transportation of students shall be inspected monthly by transportation personnel in accordance with standards established by state law.

The transportation department has the responsibility to transport students to and from school safely and as economically as possible. Each driver is to follow these policies unless directed otherwise: Drivers shall follow a schedule for departure and arrival at all schools that has been developed by the principals and the director of transportation.

Drivers shall stop buses only at scheduled stops that have been selected for safety and convenience.

Drivers are not to add any stops unless approval is given by the Director of Transportation.

The driver shall not allow children to extend their heads or arms out of windows. Children should not be allowed to work the stop arm or tamper with any of the safety devices.

The driver should not start the bus until all students are seated. Students are to keep their hands, feet, and objects to themselves.

Drivers are required by state law to stop school buses before crossing railroads. The bus shall be brought to a full stop within 50 feet, but not closer than 15 feet to the nearest rail before crossing a railroad.

Drivers must yield the right-of-way entering any highway. The driver should make a complete stop and check traffic before entering the highway.

Drivers should avoid backing school buses on school grounds or while loaded with children.

The driver has the same authority as a teacher in disciplining children on the bus, but he/she IS NOT to administer corporal punishment. In case of misconduct, the driver should write a child up on a bus discipline referral form to send to the appropriate building administrator. Students are not to be put off the bus on the way home or on the way to school.

In case of accident or other delays enroute, the drivers are to remain with the bus and children while calling for assistance. Under usual circumstances, students should remain on the bus.

The driver, while transporting students, shall not transport anything such as firearms, explosives, sharp or dangerous objects or material. No person except regularly enrolled students, teachers, or administrators employed in the district shall be allowed to ride the bus without written permission from the Superintendent or Director of Transportation.

Drivers shall observe the following speed limit when transporting students to and from school: Gravel Roads= 35 MPH, on trips the speed limit is the same as other traffic, and 55 MPH under normal circumstances. The driver should always maintain proper distance between buses; at least the length of a bus for each 10 miles of speed.

The driver is to clean the inside of the bus each day. The outside of the bus should be washed when necessary. All school bus marking shall be kept clean at all times. Windshields and rear glasses shall be kept clean. Daily checks for all safety factors, as well as diesel, oil, radiator, and tires shall be made by the driver. If a bus appears to be in unsafe condition, it is not to be used until repaired.

If the driver considers the road too dangerous to travel because of bad conditions, he/she is to notify the Director of Transportation.

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It is each driver's responsibility to get his/her bus filled with gasoline. The driver is expected to give the same alter attention to the bus as they would their own automobile.

Buses shall load and unload at the extreme right of the roadway. When unloading at a school bus stop where it is necessary for the children to cross the road, the crossing is to be made in front of the bus

while the bus is stopped with signals out. Children shall cross in a group at a distance of approximately ten feet in front of the bus. (In front of the crossing gate).

All drivers should encourage traffic to pass the bus between stops when possible. Traffic tie-ups behind and in front of the buses are not good. A smart driver will try to keep traffic moving normally at all times.

It is important that drivers observe state and local traffic regulations for safety.

Bus drivers are expected to dress clean and neat. No shorts are allowed.

Children should be transported to school and home. Students are to get off the bus only at their designated stop, unless they have a written bus pass.

Drivers should not tow or pull buses by the bumper or attempt to push buses.

Students are not permitted to run around in the bus or indulge in "horseplay". Classroom conduct is to be maintained at all times.

Drivers may not permit students to eat or drink on the bus.

The bus shall be brought to a full stop before loading or unloading children. The driver is to supervise students loading and unloading in an orderly manner at all times.

The driver shall not leave the bus while the motor is running.

The driver will assign students to seats. All students must use the seat assigned to them. Drivers will check seats before beginning a route and again after completing the route. If damage has occurred, a report should be filed with the Director of Transportation.

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The driver will instruct the students on how to evacuate the bus and what to do in case of emergencies.

The driver will assign students to seats. All students must use the seat assigned to them. Drivers will check seats before beginning a route and again after completing the route. If damage has occurred, a report should be filed with the Director of Transportation.

The driver will instruct the students on how to evacuate the bus and what to do in case of emergencies.

The driver must inform the Director of Transportation when he/she is unable to drive the bus to secure a substitute as soon as possible.

Drivers must wear seat belts at all times when bus is in motion.

All road hazards shall be reported to the Director of Transportation.

If anyone passes a stopped bus, the proper form must be turned into the Superintendent of schools.

It shall be the policy of the school board that: the school bus repair facilities shall be used only for the repair and maintenance of school owned equipment unless by special permission from the board of education and the superintendent of schools.

#### **DIRECTOR OF TRANSPORTATION**

The director of transportation shall be responsible for the maintenance and operation of all district owned vehicles, scheduling, routing, and supervision of student transportation and shall make regular reports to the board of appraisal and evaluation of the efficiency, safety, and economy of the transportation system. He/she shall ascertain that adequate insurance coverage is carried in

accordance with state law and school board policies. The Director of Transportation shall report to the superintendent of school the responsibilities and the duties of the position include the following:

Establish an ongoing driver training program for school bus drivers in accordance with the Arkansas Division of Public School Academics and Transportation.

Recruit, screen interview, and recommend to the superintendent of schools prospective school bus drivers.

Plan and supervise the implementation of safety regulations for student transportation for the Greene County Tech School District.

Study bus routes and make recommendations to the Superintendent/Board any changes or alterations to current routes.

Ride existing bus routes and become familiar with all road conditions and problems related to routes.

Assist the principals in discipline cases which originated on buses.

Assist in coordinating transportation with other school programs and planning long-range improvements with the Superintendent of schools.

Advise the Superintendent on purchasing, condition of buses, and etc.

Arrange for certified bus drivers for special trips.

Plan traffic flow around the schools that ensures safe conditions for loading and unloading of school buses.

Make routine inspections of buses and evaluate the drivers in the daily care and maintenance of buses.

The board of education is authorized to purchase vehicles and otherwise provide means for transporting students to and from school when necessary. To this end, the board may hire or purchase such school buses or other vehicles it may deem best affording for safe transportation of the students.

**SAFETY**

It will be the policy of the board of education to provide for the maximum safety possible in regard to the operation of the school buses of the district. All employees will be guided by the following:

The driver of any motor vehicle upon a state highway upon meeting or overtaking a school bus from any direction which has stopped on the highway for the purpose of receiving or discharging school children, shall stop the vehicle immediately upon a signal from the driver (stop arm or flashing lights) and not start or attempt to pass in any direction (including a 4 lane highway) until the school bus has finished receiving and or discharging students. Children should be instructed in bus safety practices while riding the school bus and drills will be devised to practice safety measures.

When pupils do not cross the road after arriving from or before entering a school bus, the driver of the school bus may stop his/her bus in the right hand traffic lane of the roadway and turn on the flasher lights. Students shall enter or leave the bus promptly. When students are to cross the road after leaving the bus, the bus driver shall stop the bus in the right hand traffic lane of the roadway and turn on the flasher lights. All other children are to remain on the shoulder of the road in readiness to cross the highway as soon as the driver signals that it is safe for them to cross. The driver then turns off the signal lights and proceeds on his/her route. When pupils must cross the road to board the bus on the

morning trip, they must be already across the road waiting on the bus three to five minutes prior to bus arrival.

While waiting for the bus, the students must remain in a safe place away from traffic. If they miss the bus, they should not attempt to catch a ride or to walk to or from school. Students are not to change seats. Students are not to put their hands, arms, heads, or bodies out of windows of the bus. Students are not to deface the bus by writing on the bus or cutting seats.

**ACTIVITY TRIPS:****Requisitions:**

A bus requisition form should be filled out and signed by the building principal, athletic director, or appropriate supervisor at least one week or five (5) school days prior to the request. The bus requisition form should provide all information requested on the form.

After the bus requisition form is signed by the supervisor, it will be submitted to the director of transportation for approval.

There must be a certified employee on the bus the entire trip to supervise students.

The supervising teacher(s) or sponsor(s) are responsible for keeping the bus clean.

The aisle should be kept free of all equipment and luggage.

It is the responsibility of the person in charge to turn in a seating chart with phone numbers of all passengers to the building principal and driver prior to departing.

Students and sponsors of all Greene County Tech approved student events, occurring off campus, will leave from the Greene County Tech Campus, and will be transported to the event by school bus, or other appropriate school owned conveyance as approved by the Building Level Administrator and Director of Transportation. In the event of extenuating circumstances, parents may seek alternative arrangements by contacting the building level administrator. Students of Greene County Tech will be transported from school-sponsored events by bus or other means as provided with permission from the building principal. Parents who wish to transport their child at the conclusion of a school-sponsored event may present written documentation to the event sponsor prior to departing. Parents who wish for their child to be transported from a school-sponsored event by a friend, relative, or other party must seek permission in writing from the building level administrator or sponsor prior to the event. All Greene County Tech employee sponsors are expected to ride the school owned conveyance with students to and from events.

(Includes old school board policy EDE, EDDA-R, EDDA, EDD, EDCB, EDCA, EDC, EDAAA, EDDD, ED)

Date Adopted: January 15, 1987

Last Revised: August 16, 2012 (moved numbers from 7.17 to 7.50)

## 7.51- FOOD SERVICE PREPAYMENT

Page 1

### **Breakfast and Lunch Program/Meal Charge Policy**

Greene County Tech School District has a very economical and nutritious lunch program. Students are encouraged to eat a good, well-rounded meal each day in the cafeteria. **Parents and guests are welcome to eat lunch with students. Parents and guests may bring food in the building for breakfast/lunch for their child only.**

Each student will have a breakfast/lunch account.

Students housed in GCT Primary School will be issued a breakfast/lunch card the first day of school. The card will be scanned by computer and the price of the meal will be deducted from the student's account. The student must be present to present the card to the computer operator. Regular pay and Federal Assistance cards are identical in appearance.

Students housed in the Elementary, Intermediate, Middle School, Jr. High and Sr. High will use a key pad system to enter his/her own I.D. number. This number is the student's school I.D. number which follows the 2807. As with the cards, the price of the meal will be deducted from the student's account.

### **Meal Payment**

Meals, a la carte, or other food and beverage items may be purchased by either providing payment for the items at the time of receipt or by prepaying the student's account. Staff and parents, or students, may pay for meals, a la carte, or other food and beverage items through either of the following methods:

- Providing cash or check to be deposited into the students account.
- Depositing funds through the District's online service EZSchoolPay.com. This is a free service offered to help both schools and parents. Parents will be able to view real time meal account balances which are updated every 10 minutes. You will also be able to view a history of the last 10 serving days. You can access this by visiting EZSchoolPay.com and registering your parent account, then linking your student to the account. You will need your student's I.D. # to set up their EZSchoolPay account. Through the EZSchoolPay.com you will also be able to pay on your students account on line. To access this feature you have to pay a transaction service bank fee. Another service that is offered is linking all accounts in your family together as a family account. You can contact the GCT Food Service office at 870-215-4417 or the computer person in the cafeteria where your students are served and the staff members will set up the linked family account for you. With a joint family account, all of your students will share one account and one balance. You can send one payment with whichever student you chose to be deposited into the family account or pay online. You will have only one account to keep up with. Please contact the Food Service Department with any questions you may have about this service.

### **Meal Charges**

The Greene County Tech School District will allow staff or students to charge up to 75 dollars for meals, a la carte, or other food and beverage items available for purchase in the school food service area. In the event an account reaches excess of the charge limit, parents of students with excessive charges will be contacted by authorized District personnel regarding the student account. Parents will be required to:

- Fill out necessary Federal Assistance documentation if not already on file
- Sign up for EZSchoolPay.com for easy access to account balances if not already enrolled
- Work out a payment plan for the excess charges and make necessary arrangements for the student to be allowed to continue in the meal service program.



## **7.51- FOOD SERVICE PREPAYMENT**

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The food service department sends weekly payment reminders home with each student. Balances may be seen in real time using the EZSchoolPay app mentioned above. It is the parent/guardian's responsibility to see that the weekly statements are reviewed and the balance is kept current. Failure to do so could result in your account being turned over to a collection agency and filed in small claims court.

### **Meal Substitutions**

The Food Service Department is required to have a School Meal Certification of Disability completed by your physician if your child requires a substitute of any type of food. The only type of substitutions that can be provided must be for LIFE THREATENING situations.

Legal References: Commissioner's Memo CNU-17-003  
Commissioner's Memo CNU -17-024

Date Adopted: June 20, 2017